


Intergovernmental Agreement (IGA)	
Agreement No.: DI19-002233	
Description: Transition Services Umbrella	

Agreement between the Arizona Department of Economic Security ("ADES") Rehabilitation Services Administration Program ("RSA/VR"), Division of Developmental Disabilities ("DDD") and the Arizona Department of Education Exceptional Student Services ("Contractor").

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

The Contractor is duly authorized to execute and administer contracts under A.R.S § 15-203 and,

ADES 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 Agreement.

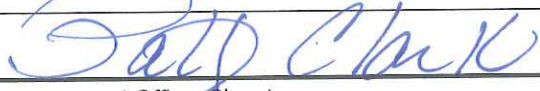

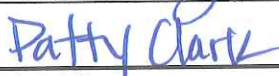



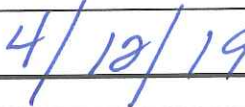
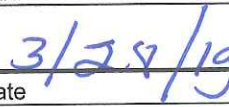


The term of this Agreement shall begin upon final signature and shall end on June 30, 2022, unless otherwise amended.

THEREFORE, ADES and Contractor (the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.

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

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.


ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

By: 
Public Agency Legal Counsel

Date: 4-8-2019

Date: 3/27/19

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- 1.0 ADES Vision: All Arizonans who qualify receive timely ADES services and achieve their potential.
- 1.1. ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.
- 1.2. ADES RSA/VR Mission: ADES RSA/VR works with persons with disabilities to achieve their goals for employment and independence.
- 1.3. ADES DDD Mission: To provide to individuals with developmental disabilities and their families necessary services and supports that are flexible, high quality, and member-driven. To afford individuals opportunities to exercise their rights and responsibilities of independent decision-making and engagement in the community.
- 1.4. ADE Mission: The mission of the ADE is to serve Arizona's education community to ensure every child has access to an excellent education. The ADE, Exceptional Student Services (ESS) mission is to provide high-quality service that builds capacity to improve outcomes for all students.

2.0 2.0 PURPOSE OF THE AGREEMENT

- 2.1. Establish a Statewide, interagency collaboration to bring together the resources of the three parties in order to facilitate a seamless transition of high school students with Disabilities from secondary school to the world of work with the intent of maximizing their employability and integration into the workforce and the community;
- 2.2. Provide a collaborative framework to outline the responsibilities of each party in the following areas:
 - 2.2.1. Outreach to and identification of students with disabilities
 - 2.2.2. Consultation, technical assistance, and training
 - 2.2.3. Transition planning by ADES/RSA, ADES/DDD and educational personnel regarding the development and implementation of a student's individualized services;
 - A. ADE: oversight of Individualized Education Program ("IEP") Transition planning
 - B. ADES RSA/VR: Pre-employment transition services, Eligibility determination, and Individualized Plan for Employment (IPE) development
 - C. ADES DDD: Eligibility determination, Individualized planning to develop the Individual Support Plan (ISP)
 - 2.2.4. Interagency Planning
 - 2.2.5. Sub-minimum wage employment
 - 2.2.6. Interagency financial responsibilities
 - 2.2.7. Dispute Resolution
 - 2.2.8. General Terms
- 2.3. Statutory Agreement

Both the Rehabilitation Act of 1973 (the Rehabilitation Act), as amended by the Workforce Innovation and Opportunity Act 2014 (WIOA), and Individuals with Disabilities Education Act (IDEA) require State Educational Agencies (SEA), Vocational Rehabilitation (VR) agencies and *if applicable* Division of Developmental Disabilities (DDD) to plan and coordinate transition services, as well as pre-employment transition services for Students with Disabilities through a formal interagency agreement (Section 612(a)(12) of the IDEA and Section 101(a)(11)(D) of the Rehabilitation Act). Additional references used in this document include Sections 113 and 511 of the Rehabilitation Act, and the Final Regulations: State Vocational

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Rehabilitation Services Program (34 CFR 361); State Supported Employment Services Program (34 CFR 363); and Limitations on Use of Subminimum Wage (34 CFR 397).

3.0 DEFINITIONS

- 3.1. 504 Plan: is a plan developed to ensure that a child who has a disability identified under the law and is attending an elementary or secondary educational institution receives accommodations that will ensure their academic success and access to the learning environment.
- 3.2. Child(ren) with a disability: as defined by 34 C.F.R. § 300.8, a child evaluated in accordance with §§300.304 through 300.311 as having an intellectual disability, a hearing impairment (including deafness), a speech or language impairment, a visual impairment (including blindness), a serious emotional disturbance (referred to in this part as "emotional disturbance"), an orthopedic impairment, autism, traumatic brain injury, another health impairment, a specific learning disability, deaf-blindness, or multiple disabilities, and who, by reason thereof, needs special education and related services.
- 3.3. Competitive Integrated Employment: work that is performed on a full-time or part-time basis for which an individual is:
 - 3.3.1. Compensated at or above minimum wage or commensurate with individuals without disabilities performing similar duties and with similar training and experience;
 - 3.3.2. Eligible for the level of benefits provided to other employees;
 - 3.3.3. At a location where the employee interacts with other individuals without disabilities; and
 - 3.3.4. Presented opportunities for advancement similar to other employees without disabilities in similar positions.
- 3.4. Customized Employment: means competitive integrated employment that is obtained through flexible strategies, services, and supports for an Individual with a most significant disability. Customized employment requires a person-centered individualized determination of strengths, needs, and interests of the individual and is designed to meet the specific abilities of the individual and the business needs of the employer.
- 3.5. ADES DDD member: an individual who has been determined eligible for ADES DDD services.
- 3.6. Developmental Disability: is defined in A.R.S 36-551 (18) as a severe, chronic disability which is attributable to cognitive disability, cerebral palsy, epilepsy or autism; is manifest before the age eighteen; is likely to continue indefinitely; and results in substantial functional limitations in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living and economic self-sufficiency.
- 3.7. Entity: is an employer, or a contractor or subcontractor of that employer, that holds a special wage certificate described in section 14(c) of the Fair Labor Standards Act of 1938 (FLSA).
- 3.8. Federal minimum wage: the rate applicable under section 6(A)(1) of the FLSA.
- 3.9. Individualized Education Program (IEP): a written statement for each child with a disability that is developed, reviewed, and revised, in accordance with 20 U.S.C. § 1414(d).
- 3.10. Individualized Plan for Employment (IPE): a plan for an individual eligible for vocational rehabilitation services developed pursuant to the Rehabilitation Act.
- 3.11. Individual Support Plan (ISP): a written statement of services to be provided to an individual with a developmental disability, outlined in Arizona Administrative Code (A.C.C.) R6-6-2101(21).
- 3.12. Potentially Eligible Student with a Disability: an individual who meets the definition of 'student with a disability' and whose disability has been verified through review of documentation by VR staff but who has not yet applied to the VR program and had their eligibility determined.


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- 3.13. Pre-Employment Transition Services (Pre-ETS): one or more specific career exploration/work preparation services that are provided to students with disabilities who are eligible or potentially eligible for VR services.
- 3.14. Public education agency (PEA): a school district, charter school, accommodation school, state-supported institution, or other political subdivision of the state that is responsible for providing education to children with disabilities.
- 3.15. Special wage certificate: a certificate issued to an employer under section 14(c) of the FLSA that authorizes payment of subminimum wages (i.e., wages less than the Federal minimum wage).
- 3.16. Student with a Disability: an individual with a disability in a secondary, postsecondary, or other recognized education program who is not younger than 14 and not older than 22 years of age; is eligible for, and receiving special education or related services under Part B of IDEA; or who is a student with a disability under 'the Rehabilitation Act, H.R. 8070, 93rd Cong. § 504 (1973) ("Section 504")'. This includes secondary students who are homeschooled, and students in nontraditional secondary education programs such as special education programs within the juvenile justice system, GED programs, and occupational training programs.
- 3.17. Supported Employment: a competitive integrated employment, including customized employment for individuals with the most significant disabilities for whom competitive employment has not traditionally occurred, or for whom competitive employment has been interrupted or intermittent, as a result of a significant disability. Individuals in supported employment require extended supported employment services after transition from support provided by ADES RSA/VR to maintain employment.
- 3.18. Transition Services per ADES RSA/VR: a coordinated set of activities based on the Student with a Disability or Youth with a Disability's needs and interests, designed to promote movement from school to post-school activities (education, training, employment, independent living, etc.) and promote the achievement of the Competitive Integrated Employment Outcome identified in the individual's IPE.
- 3.19. Transition Services: per IDEA:
 - 3.19.1. a coordinated set of activities planned in accordance with 34 C.F.R. §300.43 for or in accordance with 34 C.F.R. § 361.5(c)(55) for students or youth with a disability that
 - A. Is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;
 - B. Is based on the individual child's needs, taking into account the child's strengths, preferences, and interests; and includes—
 - 1. Instruction;
 - 2. Related services;
 - 3. Community experiences;
 - 4. The development of employment and other post-school adult living objectives; and
 - 5. If appropriate, acquisition of daily living skills and provision of a functional vocational valuation.
 - 3.19.2. Transition services for children with disabilities may be special education if provided as specially designed instruction, or a related service if required to assist a child with a disability to benefit from special education.
- 3.20. Youth with a Disability: an individual with a disability who is not younger than 14 years of age and not older than 24 years of age.
- 3.21. Vocational Rehabilitation (VR): a program that provides a variety of services to persons with disabilities, with the ultimate goal to prepare for, enter into, or retain employment.

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4.0 SERVICE DESCRIPTION

4.1 Outreach to and Identification of Students with Disabilities

This Agreement supports the development of a collaborative framework that focuses on transition services available to all eligible Students with Disabilities who are:

- 4.1.1. Receiving Special Education services under IDEA; or
- 4.1.2. Have an accommodation plan under Section 504; or
- 4.1.3. Applicants or recipients of services from ADES RSA/VR; or
- 4.1.4. Determined eligible for ADES DDD services by ADES DDD; or
- 4.1.5. Diagnosed with a disability that do not receive any special education services from a PEA but may benefit from state agency services after they graduate.

5.0 RESPONSIBILITIES


ADES/RSA/VR, ADES/DDD and ADE agree as follows:

5.1. ADE shall:

- 5.1.1. Ensure that each PEA establish, implement, and disseminate to its school-based personnel and parents within its boundaries of responsibility written procedures for the identification and referral of all children with disabilities aged birth through 21. These child identification and referral activities must be in conformity with the requirements set forth in Arizona State Board of Education rules, found in A.A.C. section R7-2-401(D).

5.2. ADES/RSA Shall:

- 5.2.1. Provide ongoing outreach activities to inform Students with Disabilities and their families about the ADES RSA/VR program through:
 - A. Share brochures, flyers, or informational letters with students and their parents to explain the ADES RSA/VR program's mission; the role the RSA/VR program plays in the transition process, the availability of Pre-ETS to all students with a disability, IPE development; procedures for referral and application, eligibility requirements, and the scope of VR services that may be available to applicants and recipients of VR services;
 - B. Schedule individual informational meetings with students and their parents/legal guardians at school or VR offices;
 - C. Schedule group orientation and intake sessions at the school;
 - D. Attend IEP meetings, when invited;
 - E. Work closely with ADES DDD to ensure referrals are coordinated between the Programs;
 - F. Provide Pre-ETS to Students with a Disability that may or may not have applied to VR. Pre-ETS will:
 - 1. Be made available Statewide to all students with disabilities in need of such services, regardless of whether a student has applied for VR services;
 - 2. Begin once a student requests or is recommended for one or more Pre-ETS and documentation of a disability is provided to, and verified by the VR agency;
 - 3. Assist students with identifying career interests, which may be further explored through additional VR services, including transition services;

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4. Be provided or arranged in collaboration with PEAs.

5.2.2. Be the sole entity in determining VR program eligibility. VR shall base an applicant's eligibility for VR services on only the following criteria:

- A. The applicant has a physical or mental impairment;
- B. The applicant's physical or mental impairment constitutes or results in a substantial impediment to employment;
- C. The applicant requires VR services in order to prepare for, secure, retain, or regain employment; and
- D. The applicant can benefit from the provision of VR services in terms of achieving an Employment Outcome.

5.2.3. Inform applicants who have been determined eligible for Social Security benefits under Title II or Title XVI of the Social Security Act that they are presumed eligible for VR services and will be considered an Individual with a Significant Disability. The only exception to this presumption exists if the RSA/VR qualified staff questions the applicant's ability to benefit in terms of an employment outcome due to the severity of the disability.

5.3. ADES DDD Shall:

5.3.1. Be the sole entity in determining ADES DDD program and services eligibility.

- A. ADES DDD eligibility criteria as defined in A.R.S 36-551 (18):
 - 1. For students who have a diagnosis of autism, cerebral palsy, epilepsy, or intellectual disability and also have substantial functional limitations in three or more of the following areas of major life activity: self-care, receptive and expressive language, capacity for independent living, self-direction, economic self-sufficiency, mobility or learning, and the disability is documented in medical or school records, determined or manifested prior to age eighteen (18) and is likely to continue indefinitely.

5.3.2. Once a student is determined ADES DDD eligible, ADES DDD shall provide, through an ADES DDD support coordinators (SC)s, information and guidance as early as possible to ADES DDD members and families/guardians about employment services and other service and supports available to them.


5.3.3. When the ADES DDD SC is invited or requested by the family/guardian, they will attend, if available, IEP meetings to jointly plan transition activities.

5.3.4. ADES DDD SC's shall:

- A. Encourage eligible members to participate in vocationally-oriented services during summers and/or after school;
- B. Participate in training and remain knowledgeable about the range of vocationally-oriented services and supports;
- C. Ensure referrals are made to the VR program as defined by the ADES RSA/VR, ADES DDD Interagency Protocol for Mutual Clients policy and procedures; and
- D. Participate in local joint training, technical assistance, and presentations.

5.4. Consultation, Technical Assistance, and Training

5.4.1. ADE, ADES RSA/VR and ADES DDD will coordinate and collaborate training to enhance the knowledge, skills, and abilities of the personnel involved in the provision of transition services and pre-employment transition services, as well as requirements of the WIOA;

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- 5.4.2. Activities that VR and ADES DDD provide to the educational agency as consultation and technical assistance may include, but are not limited to:
 - A. Attend IEP meeting (when invited and available);
 - B. Attend transition fairs & other outreach events;
 - C. Disseminate service information and location of additional resources via the internet;
 - D. Provide subject matter experts to inform on policies and procedures that are applicable to transition;
- 5.4.3. The consultation and technical assistance provided by VR and ADES DDD may be provided through alternative means, such as conference calls, video conferences, electronic modes of communication as well as shared in-person training opportunities.
- 5.4.4. 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;
- 5.4.5. Encouragement of each party's personnel at local levels to collaboratively develop written procedures to 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.
- 5.5. Transition Planning
- 5.5.1. IEP Transition Planning - ADE is responsible for ensuring that PEAs are complying with the following transition planning requirements:
 - A. In accordance with 34 CFR § 300.320, PEAs use an 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:
 - 1. Beginning not later than the first IEP to be in effect when the student turns 16, or younger if determined appropriate by the IEP team, and updated annually thereafter, the IEP must include:
 - a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training/ education, employment, and, if appropriate, independent living skills; and
 - b. The transition services (including courses of study) needed to assist the student in reaching those goals.
- 5.5.2. Other Requirements for IEP Development
 - A. Aligning annual IEP goals to the measurable postsecondary goals.
 - B. According to IDEA, "there must be evidence that the student was invited to the IEP Team meeting where transition services are to be discussed." (20 U.S.C. 1416(a)(3)(B))
 - C. If education personnel invite an outside agency to participate in the transition planning process, there should be documentation that the parent/ guardian, or student who has reached the age of majority, consented prior to the education personnel extending the invitation to the outside agency.
- 5.5.3. Consideration for ADES DDD involvement in transition planning:
 - A. PEA shall:
 - 1. Ask the student's parent or guardian (or student who has reached the age of majority) if the student is ADES DDD eligible; and

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2. Request that the parent or guardian contact their ADES DDD SC to involve the SC in the development and implementation of the IEP transition plan, or
 3. Attain SC contact information and invite them to the IEP meeting after obtaining parental consent.
- B. If a student is not an ADES DDD member and the IEP team feels it is appropriate, recommend the parent or guardian apply for ADES DDD eligibility online (see Appendix A for web link).

5.5.4. Consideration for VR involvement in transition planning:

- A. It is appropriate for a PEA to contact the VR program after obtaining written consent from the parent/guardian (or student who has reached the age of majority)
1. When the school official, student or the parent/guardian requests pre-employment transition services for an introduction to the world of work.
 2. To submit a Pre-employment Transition Services Request, Form the PEA can contact VR using its Transition Team inbox (see Appendix A for inbox address).
 3. The request could be for individual and/or group pre-employment transition services.
- B. To make a referral for VR program eligibility, in accordance with the federal regulations that implement the IDEA at 34 C.F.R. §300.107, Nonacademic Services (Authority: 20 U.S.C. 1412(a)(1)), if
1. The student (with or without advocate support) is able and willing to engage in the VR process; the student's goal is to become employed; and the student needs extra support to achieve an employment outcome.
- C. If at any point it becomes evident that sub-minimum wage employment will be pursued, pursuant to 34 U.S.C. § 300.107, the state shall refer a student to VR. It would be appropriate to refer the student to VR prior to student exit even if the student's is beyond the minimum age (14) in which the VR program accepts referrals.
- D. A referral packet to VR shall include 3 items;
1. a school or VR-approved Release of Information where the parent/guardian (or student who is age of majority) signs the form giving the PEA permission to release the necessary student records to VR;
 2. the VR Referral form (see Appendix A for web link); and,
 3. documentation evidencing the student's diagnosis and/or disability-related functional limitations (e.g. IEP).
- E. Documentation for referral packet-
1. Education personnel can collect and submit documentation of the student's disability-related functional limitations, as applicable, in the following life areas: communication, mobility, self-direction, work tolerance, interpersonal skills, self-care, and work skills.
 2. Documentation from a student's file, which may offer insight on the above-listed life areas or on IPE development, can include but is not limited to the following reports:
 - a. Most current IEP
 - b. IEP progress reports
 - c. Evaluation report
 - d. Current full psycho-academic, speech, and/or physical (OT/PT) evaluation
 - e. Most current vision and hearing screenings

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- f. Medical documentation found in student file used to determine eligibility for special
- g. Education services
- h. Attendance Report
- i. Transcript
- j. Summary of observations (i.e. from teacher or therapist)
- k. Education and Career Action Plan ('ECAP')


F. If the PEA makes a referral to VR and the student is ADES DDD eligible, the PEA should notify the ADES DDD Support Coordinator that the referral was submitted.

5.6. ADES/RSA/VR Planning Process

5.6.1. ADES/RSA/VR will provide the following services including but not limited to, at no cost to PEA:

A. Pre-ETS: Services consist of the following component services and will be available for all students with a disability, regardless of whether they have applied for or been determined eligible for the VR program, between the ages of fourteen (14) and twenty-two (22) who are enrolled in a secondary, postsecondary, or another program at a recognized institution of higher education or vocational training ("participants"). These services are intended to offer a student with a disability or the potentially eligible student with an early start at job exploration. The services can be provided individually or combined, to an individual or a group.

1. Pre-employment transition services required activities;
 - a. Instruction in self-advocacy and peer mentoring;
 - b. Work-based learning experiences;
 - c. Counseling on opportunities for enrollment in comprehensive transition or Post-secondary;
 - d. Educational programs at institutions of higher education;
 - e. Workplace readiness training;
 - f. Job exploration counseling;
2. These services can be delivered in a variety of ways to best meet the needs of the student, and may include but are not limited to:
 - a. RSA/VR counselors providing said services either in-person or in groups.
 - b. RSA/VR contracted qualified vendors with approved Provider Agreements delivering pre-employment transition services one on one or in groups
 - c. RSA/VR may utilize video conferencing delivery systems for meetings with students, teachers, parents or school district personnel for discussion about possible pre-employment transition services for the student.
3. Pre-employment Transition Services may begin once any student with a disability requests or is recommended for one or more pre-employment transition services and VR receives documentation of a disability;
4. Documentation may include any of the following:
 - a. Copy of IEP or documentation of 504 Plan;
 - b. Proof of receipt of SSI/SSDI based on client's own disability;

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- c. Medical or psychological documentation with diagnosis of a disability signed by the licensed professional making the diagnosis;
- d. Request form for Pre-ETS identifying student's disability, signed by school staff and the student or the student's parent/guardian if applicable;
- 5. Pre-ETS will be made available to any student with a disability who is eligible or potentially eligible unless:
 - a. The student completed Pre-ETS, chose not to apply for VR and the case was closed;
 - b. The student applied for VR was determined eligible and placed on a waitlist prior to the receipt of any Pre-ETS (if the student started Pre-ETS prior to being placed on a waitlist, they may continue to receive Pre-ETS);
 - c. The student applied for VR and was determined ineligible; or
 - d. The student is ready for employment.
- B. When an individual becomes eligible for VR services, RSA/VR 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. VR staff will develop an IPE for students as soon as possible during the transition process and not later than the time the student with a disability leaves the school setting. If RSA/VR is operating under an Order of Selection (34 CFR 361.36), the student must be eligible under the Order to be served. VR determines the eligibility of all students with disabilities who have applied for VR services within 60 days from the date of application pursuant to section 102(a)(6) of the Rehabilitation Act and section 34 CFR 361.41(b)(1) of its implementing regulations.
- C. Development of an 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:
 - 1. Vocational counseling and guidance;
 - 2. Assessments needed for IPE planning;
 - 3. Specific job preparation through vocational/educational training programs;
 - 4. Job development and placement;
 - 5. Supported employment services;
 - 6. Vocational support services;
 - 7. Assistive technology; and
 - 8. Participation in the IEP Team meetings when invited and available.

5.7. ADES/DDD Planning Process

- 5.7.1. ADES DDD's interdisciplinary team will develop and implement 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 the student is eligible for once employment has been achieved.
- 5.7.2. ADES DDD may provide the following services to DDD eligible members:
 - A. Provide information and guidance through the SC as early as possible to members and families/guardians about employment services and other supports available to them by:
 - 1. Discussing employment outcomes during regular service planning;

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2. Attend IEP meetings, when invited and available, to jointly plan transition activities;
 3. Encourage ADES DDD members to participate in vocationally-oriented services during holidays, summers and/or after school;
 4. Ensure all ADES DDD SC's participate in training and remain knowledgeable about the range of vocationally-oriented services and supports, including employment, provided by ADES DDD in order to share the information with ADES DDD members and families/guardians;
 5. Ensure referrals are made to the ADES RSA/VR program as defined by the joint ADES RSA/VR, ADES DDD Interagency Protocol for Mutual Clients. A referral to the ADES RSA/VR program is appropriate when the individual's employment goal for competitive integrated employment is consistent with the mission of VR or if a youth has a subminimum wage employment goal.
 6. Participate in local joint training, technical assistance, and presentations.
- B. Assess the need for additional services to maximize independent living, employment, and community participation for ADES DDD members who need support.
- C. ADES DDD is responsible for providing long-term employment supports for DDD members when the ISP planning team has completed assessments and determined a service need.

6.0 INTERAGENCY PLANNING

- 6.1. Each party has a different service planning process. However, each party will coordinate and collaborate at points where the three transition processes intersect. This may include but is not limited to;
 - 6.1.1. Assessment process
 - 6.1.2. Transition and/or pre-employment transition services
 - 6.1.3. Activities related to the employment goal
- 6.2. All parties agree that their respective plan for each student with a disability should be coordinated in terms of goals, objectives, and services identified.
- 6.3. 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)/guardian or the student or guardian, if the student has reached the age of majority.
- 6.4. Local Coordination Planning
 - 6.4.1. Local ADES RSA/VR offices will reach out to PEAs and invite them to participate with the development of protocols to convey information regarding available transition resources and services which include but are not limited to pre-employment transition services, to students with disabilities, who may need transition services and their parents or legal guardians.
 - 6.4.2. As a strategy to improve collaboration efforts, ADES RSA/VR will invite PEA personnel to discuss at the local level the development of a protocol to identify the following:
 - A. Current pre-employment transition services/ transition services (including services offered outside of school hours) offered under IDEA part B by the school
 - B. Both group and/or individualized pre-employment transition services/ transition service needs that can be provided by ADES RSA/VR whether the purpose of the service is related to an employment outcome or educational attainment, or if it is considered a special education or related service
 - C. The individual(s) that will be the point of contact within the PEA for collaboration between the agencies.

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- D. The age that the school district initiates transition services for students with disabilities to clarify if VR can provide services prior to the development of a transition plan
 - E. Opportunities for collaboration for the provision of Pre ETS that may be provided by Contractors (not school personnel)
 - F. Services that can be offered by ADES RSA/VR and/or ADES DDD that are not a duplication of services offered under IDEA part B
- 6.5. ADES DDD and ADES RSA/VR at the local level will use "Interagency Protocol for Mutual Clients" to determine supports needed if applicable.
- 6.6. Nothing under title I of the Rehabilitation Act shall be construed as reducing the Public Education Agencies (PEAs) obligation under the IDEA to provide or pay for transition services that are also considered special education or related services and that are necessary for ensuring a free appropriate public education (FAPE) to students with disabilities.
- 6.7. Confidentiality Throughout Transition Planning
- 6.7.1. ADES RSA/VR and ADES DDD acknowledge and agree that the student information is protected under the Family Educational Rights and Privacy Act ("FERPA") and ADES RSA/VR and ADES DDD agree that it will not further disclose this information to any other party without the prior written consent of the student's parent, guardian, or the eligible student, as required by FERPA, 20 U.S.C. 1232g (b)(4)(B), 34 C.F.R. 99.33. In addition, ADES RSA/VR and ADES DDD agree that ADES RSA/VR and ADES DDD, their employees and agents will use the information only for the purposes set forth in this ISA and will destroy the information when it is no longer needed for said purposes. 34 C.F.R. 99.35 (b).
- 6.7.2. The confidentiality of personal information is protected by 34 CFR 361.38.
- 6.7.3. ADES RSA/VR and ADE acknowledge and agree that ADES DDD members personally identifiable information is confidential and may be lawfully disclosed to other State agencies or bodies for official purposes. All information shall be released without the designation of the name of the member unless such name is required by the requestor for official purposes. The State agency or body receiving such information shall regard the information as confidential and shall not release it unless a consent to release information has been obtained from the member/responsibility person as required by A.R.S. § 36-568.01 and Division of Developmental Disabilities Operations Manual Chapter 6000 et seq., 6001-D and Authorization for Disclosure of Protected Health Information DDD-1535-A.
- 7.0 SUB-MINIMUM WAGE EMPLOYMENT**
- 7.1. Under section 511 of Rehabilitation Act, no entity including contractor or subcontractor of the entity, which holds a special wage certificate (section 14(c) FLSA) may compensate an individual with a disability who is age 24 or younger at a wage that is less than the Federal minimum wage after July 22, 2016, unless the documentation of the following completed activities through the ADES RSA/VR program has been provided to the youth and shared with the 14(c) agency provider(s). This includes:
- 7.1.1. Transition services under the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), such as transition services available to the individual under section 614(d) of that Act (20 U.S.C. 1414(d)), or pre-employment transition services. Refer to Joint Guidance for Limitations on Use of Subminimum Wage Section 511 as amended by WIOA section 458.
- 7.1.2. Application for vocational rehabilitation services, and a determination that the youth is:
- A. Ineligible for vocational rehabilitation services; or

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- B. Eligible for vocational rehabilitation services, had an approved Individualized Plan for Employment, and was closed from VR as unable to achieve an employment outcome in competitive integrated employment after receiving IPE services for a reasonable period of time.
- 7.1.3. Career counseling and information/referral services to federal and state programs to help the individual discover, experience, and attain competitive integrated employment.
- 7.2. Roles and Responsibilities of Required Documentation
- 7.2.1. Pre-Employment Transition Services, Application and Eligibility, and Career Counseling and Information and Referral are documented by VR and provided to Youth.
- 7.2.2. Documentation of each of the activities in 10.1.1 through 10.1.2 will be provided by VR to the youth or the youth's parent/guardian within 45 days of completion, or within 10 days of refusal for each of the activities in 6.1.1 through 6.1.2.
- 7.2.3. Transition services are considered complete when the youth has an IEP or Education and Career Action Plan (ECAP) that outlines the required services and the youth has exited school.
- 7.2.4. Pursuant to 34 U.S.C. § 397.10, upon request from ADES RSA/VR, PEAs will provide documentation of transition services and a cover sheet that itemizes the documentation that was provided to VR, as soon as possible upon the completion or refusal of each of the required actions, but no later than the following timeframes, as defined by 34 CFR 397.30—
- A. Five calendar days from the date of refusal of transition services;
 - B. Thirty (30) calendar days from the date of completion of transition services; or
 - C. Sixty (60) calendar days from the date of completion of transition services, if additional time is necessary due to extenuating circumstances. Extenuating circumstances should be interpreted narrowly to include the unexpected lengthy absence due to illness or family emergency of the educational personnel necessary to produce or transmit the documentation, or a natural disaster.
- 7.2.5. ADES RSA/VR will make the recommended form (Verification of Transition Services form and cover sheet) available to the PEA to document the completion or refusal of transition services.
- 7.2.6. The Verification of Transition Services form or alternative documentation provided by the PEA to ADES RSA/VR for the completion of transition services must contain the following information:
- A. Youth's name;
 - B. Description of the service or activity completed;
 - C. Name of the provider of the required service or activity;
 - D. Date required service or activity completed;
 - E. Signature of educational personnel documenting completion of the required service or activity;
 - F. Date of signature;
 - G. Signature of educational personnel transmitting documentation to the designated State unit; and
 - H. Date and method (e.g., hand-delivered, faxed, mailed, emailed, etc.) by which document was transmitted to the designated State unit.
- 7.2.7. The Verification of Transition Services form or alternative documentation provided by the PEA to ADES RSA/VR for the refusal of transition services must contain the following information:
- A. Youth's name;
 - B. Description of, and reason for the refusal;

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- C. Signature of youth or parent/guardian;
- D. Signature and date of personnel documenting the refusal;
- E. Date and method in which the documentation was provided to the VR;


7.2.8. The educational agency must retain a copy of all documentation provided to the designated State unit in a manner consistent with the requirements of 2 CFR 200.333 and Arizona State Library, Archives and Public Records General Records Retention Schedule GS 1018.

7.3. Assurance

- 7.3.1. Section 511 (WIOA) prohibits schools to contract or have other arrangements with holders of special wage certificates/14(c) in order to pay a youth with a disability subminimum wage. Typical work settings that pay subminimum wage are called: Center Based Employment (sheltered workshops), and/or Group Supported Employment (enclaves).
- 7.3.2. Section 511 only affects youth 24 years old and younger seeking a subminimum wage employment setting; Section 511 does not affect any other service that a student may be entitled to receive.
- 7.3.3. Section 511 does not prohibit a PEA from contracting with an entity that holds a special wage certificate if the youth are paid at or above the minimum wage or if the purpose is for something other than work at subminimum wage, such as assessments and pre-employment transition service.

8.0 DISPUTE RESOLUTION

- 8.1. This Agreement establishes a dispute resolution mechanism to be used when ADES RSA/VR, ADES DDD and/or a PEA have a dispute regarding any overlapping roles throughout their individualized planning processes. It is not intended, however, that ADES RSA/VR, ADES DDD or PEA staff use this Agreement to impose decisions or control the decision-making process of the other. This Agreement should be used as a tool for resolving conflicts.
- 8.2. The parties to this Agreement agree that personnel from the local offices should attempt to resolve disputes among each other (e.g. about responsibilities, goal/service selection, and costs between each other, etc.) when planning services.
- 8.3. If a dispute arises, the parties agree to resolve disputes, if at all possible, informally and at the lowest possible level before using the dispute resolution process outlined below:
 - 8.3.1. There will be a "Problem Solving Group" created to review issues having statewide impact.
 - A. The "Problem Solving Group" will be comprised of at least two of the following affected positions from the disputing parties:
 1. ADES RSA/VR Program Administrator (or designee),
 2. ADES DDD Assistant Director (or designee),
 3. PEA Director of Special Education (or designee)
 - B. The group will meet as necessary and may address the following:
 1. Review and evaluate statewide compliance with the terms of this agreement; and/or
 2. Develop recommendations for the resolution of operational issues; and/or
 3. Develop training plans and resolve training issues; and/or
 4. Recommend solutions to issues that were not able to be solved at the regional/local level.

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8.4. Conflict Resolution for Individual Students and Their Parents or Legal Guardians

8.4.1. Nothing in this agreement precludes the parents' or adult student's rights to appeal decisions made by RSA/VR, DDD, or the PEAs.

9.0 INTERAGENCY FINANCIAL RESPONSIBILITY

9.1. Each party is financially responsible for the services it provides under its statutory authority, policies, and rules.

9.2. Nothing in this agreement mandates or implies the exchange of any services or anything else of monetary value between the parties.

9.3. Nothing in this agreement relieves any party of the responsibility to provide or pay for any service that the agency would otherwise provide to a student with disabilities who meets the eligibility criteria of that agency.

10.0 EXTENSION

10.1. This agreement may be extended through a mutual written amendment of the parties.

11.0 TERMINATION

11.1. This agreement may be terminated by mutual agreement of the Parties at any time during the term of this agreement

11.2. Each Party shall have the right to terminate this agreement by personal delivery or by certified mail, return receipt requested, to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

12.0 AMENDMENTS

12.1. This agreement may be amended only by mutual written amendment. No agent, employee or other representative of either Party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective Parties.

12.2. 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:

12.2.1. Change of telephone number.

12.2.2. Change in authorized signatory.


12.2.3. Change in the name and/or address of the person to whom notices are to be sent.

13.0 REPORTING REQUIREMENTS

13.1. Reports for ADES/RSA shall be sent to:

RSA Contracts Monitoring Unit

By email: RSAContractMonitors@azdes.gov

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14.0 NOTICES

14.1. All notices to ADES/DDD regarding this agreement shall be sent to the following address:

Division of Developmental Disabilities
Employment Services Manager
Employment Supports and Services
Mail Drop 2HB4
2200 N Central Avenue, Suite 600
Phoenix, AZ 85004

14.2. All notices to ADE regarding this agreement shall be sent to the following address:

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

14.3. All notices to ADES/RSA regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security
Rehabilitation Services Administration
RSA Administrator
PO Box 6123, Mail Drop 5317
Phoenix, AZ. 85005-6123

15.0 OTHER MATTERS

15.1. None

16.0 APPLICABLE LAW

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

17.0 ARBITRATION

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

18.0 CONFLICT OF INTEREST

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

19.0 NON-AVAILABILITY OF FUNDS

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

20.0 ATTACHMENTS

20.1. Appendix A

21.0 INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

In addition, should ADE utilize a contractor(s) and subcontractor(s) the indemnification clause between ADE and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the ADE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, , 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 the 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

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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. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

21.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

- None

21.2 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 *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental agreement. 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 Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

21.3 MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below.


21.3.1 Commercial General Liability – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- A. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
- B. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
- C. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- D. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, 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.)

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21.3.2 Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000
- A. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- B. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, 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.)

21.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- A. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$ 2,000,000
- Annual Aggregate \$ 2,000,000
- A. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.

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- B. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- C. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

21.4 ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 NOTICE OF CANCELLATION

21.5.1 Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the Arizona Department of Economic Security Office of Procurement.

21.6 ACCEPTABILITY OF INSURERS

21.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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.

21.7 VERIFICATION OF COVERAGE

- 21.7.1 Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- A. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
 - B. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 - C. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

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21.8 SUBCONTRACTORS

21.8.1 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 APPROVAL AND MODIFICATIONS

21.9.1 The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment, but may be made by administrative action.

21.10 EXCEPTIONS

21.10.1 In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22.0 IT 508 COMPLIANCE

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

23.0 NON-AVAILABILITY OF FUNDS

23.1 In accordance with A.R.S. § 35-154, every payment obligation of the State under the agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by 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.

24.0 NON-DISCRIMINATION

24.1 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.

25.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

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26.0 PARTICIPATION IN BOYCOTT OF ISRAEL

26.1 Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

27.0 RIGHT OF OFFSET

27.1 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. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the ADES shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance."

28.0 THIRD- PARTY ANTITRUST VIOLATIONS

28.1 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.

29.0 CONFIDENTIALITY

29.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to ADES and to the Attorney General's Office as required by the terms of this agreement, by law or upon their request.

29.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. ADES will advise the Contractor as to applicable policies and procedures ADES has adopted for such compliance.

30.0 FINGERPRINTING.

30.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.


30.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

30.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Agreement, the following provisions apply:

30.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

30.3.2 Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

30.4 Federally recognized Indian tribes may submit and ADES will accept certifications that state that no personnel who are employed or who will be employed during the term of this Agreement have been

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convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 41-1758.03 (as may be amended).

31.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY If providing direct services to children or vulnerable adults, the following shall apply:

- 31.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this agreement.
- 31.2 ADES will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - 31.2.1 Any person who applies for a contract with this State and that person's employees;
 - 31.2.2 All employees of a contractor;
 - 31.2.3 A subcontractor of a contractor and the subcontractor's employees; and
 - 31.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 31.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 31.4 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- 31.5 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 31.6 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
 - 31.6.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 31.6.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 31.7 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

32.0 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement

33.0 DATA SHARING AGREEMENT

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

Appendix A

The following resources may be helpful to reference in support of this IGA.

AZ Department of Education

AZ FIND

<http://www.azed.gov/specialeducation/az-find/>

Secondary Transition Planning Requirements www.azed.gov/specialeducation/transition/

Intergovernmental Agreement (IGA)

Agreement No.: DI19-002233

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Department of Economic Security

AZ RSA/ VR contact information

Phone: 1-800-563-1221 or TTY 1-855-475-8194

Referral Form: <https://des.az.gov/services/employment/rehabilitation-services/vocational-rehabilitation-vr>

RSA/VR Transition Team inbox:

RSATransition@azdes.gov

DDD

Phone: 1-844-770-950

Referral Form: <https://des.az.gov/file/2970/download>

Eligibility:

<https://ddd.azdes.gov/dddeligibilityrequest/EligibilityRequirements.cshtml>

Department of Labor

WIOA Overview:

<https://www.doleta.gov/WIOA/Overview.cfm>

U.S. Department of Education

IDEA:

<http://idea.ed.gov/>

Child Find

<https://sites.ed.gov/idea/regs/b/b/300.111>

Transition Services

<https://sites.ed.gov/idea/regs/b/a/300.43>

Nonacademic Services

<https://sites.ed.gov/idea/regs/b/b/300.107>