

INTERAGENCY PROGRAM AGREEMENT

OSPI Agreement No. C35-0260

DSHS Agreement No. 1161-35662

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION

Old Capitol Building, P.O. Box 47200

Olympia, WA 98504-7200

and

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

DIVISION OF VOCATIONAL REHABILITATION

4565 7th Avenue SE

Lacey, WA 98503

and

DEPARTMENT OF SERVICES FOR THE BLIND

4565 7th Avenue SE

Lacey, WA 98503

THIS PROGRAM AGREEMENT is made and entered into by and between the Department of Social and Health Services, Division of Vocational Rehabilitation, hereinafter referred to as "DVR," the Washington Department of Services for the Blind, hereinafter referred to as "DSB," and the Superintendent of Public Instruction, hereinafter referred to as "OSPI."

PURPOSE OF THIS AGREEMENT

This Program Agreement is necessary for the successful implementation and operation of assigning responsibility to each agency as to its role in cooperating in coordinated activities that promote successful transitions for students who are eligible for special education services under the Individuals with Disabilities Education Act (IDEA) and who are eligible for services through DVR and/or DSB and who are leaving high school to engage in post-secondary career related education or training and/or employment activities.

This Program Agreement satisfies the requirement for DSB and DVR to have an Interagency Agreement with the State Educational Agency (SEA). This Program Agreement supplements the Agreement between OSPI and DSHS (numbered #C23-0375/1161-33096).

THEREFORE, IT IS MUTUALLY AGREED THAT:

For the purposes of this Program Agreement, the following definitions apply:

1. DEFINITIONS

Individualized Education Program or IEP means a written statement of an educational program developed to address the educational annual goals and related services for a student. IEPs are developed not less than annually.

Individualized Plan for Employment or IPE, defined in WAC 388-891-1115, is a DVR and DSB form that documents important decisions a vocational rehabilitation customer and counselor make about vocational rehabilitation services.

Related Services means transportation and other developmental, corrective, or other supportive services required to assist a student to benefit from the provision of specially designed instruction.

Transition is a coordinated set of activities for a student eligible for special education that is focused on improving the academic and functional achievement of the student to facilitate his/her movement from school to post-school activities, including post-secondary education, vocational education, integrated employment, supported employment, continuing and adult education, adult services, independent living or community participation. The coordinated set of activities, designed to be within a results-oriented process, is based on the individual student's needs, taking into account his/her strengths, preferences, and interests; and includes instruction, related services, community experiences, the development of employment and other post-school adult living objectives and, if appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.

Vocational Rehabilitation or VR is a set of services designed to empower people with disabilities to achieve a greater quality of life by obtaining and maintaining employment. Services are authorized by the Vocational Rehabilitation Act of 1973 as amended.

2. STATEMENT OF WORK

OSPI, DVR, and DSB shall furnish the necessary personnel, equipment, material and/or services(s) and otherwise do all things necessary for or incidental to the performance of the work set forth below.

OSPI, DVR and DSB Joint Responsibilities

The State agencies will:

- Notify Local Education Agencies (LEAs) special education directors, DVR and DSB counselors of this agreement and how they can access this document.
- Promote outreach to identify students who are receiving special education services and in need of transition services as early as possible.
- Meet to address the needs of LEAs, DVR and DSB field offices, as they arise in the field.
- Share training materials developed by the agencies or their agents and extend invitations to trainings using these materials to LEAs, DVR field staff and DSB field staff.
- Identify funding opportunities (i.e. US Department of Education grants) and jointly apply for funds, as appropriate.
- Each agency will invite other agencies to statewide meetings as needed for cross training or education.
- Review this agreement annually to determine if modifications are needed.

OSPI Responsibilities

- Monitor LEAs for compliance with IDEA 2004 requirements.
- Inform LEAs of their obligation to work with students and their families to develop appropriate transition plans individualized to each student's needs by delivering IEP training at LEA directors' regional meetings and training modules located on the agency's website.
- Encourage LEAs to identify a point of contact within the district for DVR field staff and DSB regional transition specialists.
- Provide a link on the OSPI website to the list of DVR field staff assigned to each high school, the contact information for DSB and inform LEAs of the list's existence.
- Participate or delegate participation on the DSB and DVR State Rehabilitation Councils and relevant subcommittees.
- Invite the DVR Community Relations Administrator and a DSB representative to participate in secondary transition planning meetings as appropriate to promote inter-agency collaboration.
- Invite the DVR Director or DSB Director to participate on the Special Education Advisory Council (SEAC).

DVR/DSB Responsibilities

- Make DVR/DSB personnel available to consult with and provide technical assistance to assist LEAs plan for the transition of students with disabilities from school to post-school activities, including vocational rehabilitation services.
- Conduct outreach in cooperation with LEA personnel to identify students with disabilities who are in need of transition services as early as possible during the transition planning process. Outreach includes, as a minimum, a description of the purpose of vocational rehabilitation, eligibility requirements, application procedures and scope of services.
- Collaborate with OSPI to receive input on revisions to DVR/DSB policies and procedures manual related to high school transition.
- Provide input in transition planning with LEA personnel for students with disabilities that facilitates the development of the transition component of the IEP process, and participate in meetings when appropriate.
- For all students eligible for and interested in receiving VR services, develop and approve an individualized plan for employment (IPE) as early as possible during the transition planning process but, at the latest, by the time each student determined eligible for VR services leaves school.
- Develop an IPE for a student receiving special education in consideration of the student's post-secondary IEP goals and terms of this agreement.
- Participate or delegate participation on the OSPI Special Education Advisory Council.

Service Delivery/Financial Responsibility

LEAs are responsible for providing transition services for students eligible for special education within a results-oriented process, that is focused on improving the academic and functional achievement of the student to facilitate his/her movement from school to post-school activities, including post-secondary education, vocational education, integrated employment, supported employment, continuing and adult education, adult services, independent living or community participation. Activities may include, but are not limited to, career exploration, community based work experiences, activities providing knowledge about work habits and responsibility.

The primary services provided by DVR/DSB while a student is in high school are outreach, information and referral, and counseling and guidance to plan for post-school services and activities. There is no cost to the LEA or the student or parent/guardian for outreach, information and referral, or counseling and guidance provided by DVR/DSB related to IEP consultation and planning. While the student is in high school, DVR/DSB only pays for services that are outside the scope of special education services available to the student under an IEP.

DVR/DSB authorizes and pays for any services needed to establish a transition student's eligibility for DVR/DSB services. DVR/DSB develops an IPE with each eligible student, at a time DVR/DSB, the student and parent/guardian determine appropriate, to ensure services and supports are in place as the student leaves high school and begins post-high school activities. Services provided under a DVR/DSB IPE are coordinated with the services included on the IEP. Services on the IPE that are the responsibility of the LEA are identified as comparable services and benefits.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Program Agreement shall commence on September 1, 2011, or date of execution, whichever is later, and be completed on August 31, 2014, unless terminated sooner as provided herein. This agreement may also be renewed annually for an additional three years.

4. AGREEMENT ALTERATIONS AND AMENDMENTS

This Program Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Program Agreement.

Contract Manager for OSPI	Contract Manager for DVR
Valerie Arnold Program Supervisor Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-6075 Fax: (360) 586-0247 Email: Valerie.Arnold@k12.wa.us	Avreayl Jacobson Community Relations Administrator Division of Vocational Rehabilitation P.O. Box 45340 Olympia, WA 98504-5340 Phone: (360) 725-3663 Fax: (360) 438-8007 Email: jacobaa@dshs.wa.gov

Contract Manager for DSB
Arlene Itou Acting Assistant Director, Customer Services Assistant Director, Human Resources and Policy WA Department of Services for the Blind 3411 South Alaska Street Seattle, WA 98188-1631 Phone: (206) 906-5501 Fax: (206) 721-4103 Email: arlitou@dsb.wa.gov

6. **DISPUTES BETWEEN OSPI AND DVR AND DSB**

Parties are encouraged to resolve disputes at the lowest possible level. Any dispute that cannot be resolved at the lowest possible level should first be directed, in writing, to the OSPI, DVR and DSB. If resolution is not achieved at the agency level, it will be determined by a Dispute Board in the following manner: Each party to this Program Agreement shall appoint one member to the Dispute Board. The members appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, Agreement terms, and applicable statutes and rules, and make a determination of the dispute. The Determination of the Dispute Board is final and binding on the parties. As an alternative to this process, any of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

7. **DISPUTES BETWEEN DVR, DSB AND LEAs**

DVR and DSB encourage coordination and problem solving at the lowest possible level. To this end, DVR, DSB and the LEAs are encouraged to address issues of coordination, service, and reimbursement at the local level. If an LEA and DVR or DSB cannot resolve an issue at this level, while recognizing LEAs are not parties to

this Program Agreement, DVR and DSB agree that the LEA can request intervention from OSPI, DVR and/or DSB to provide assistance in resolving the dispute. A written request for intervention shall be made to OSPI's Special Education Director or his or her designee and the applicable DSHS Program Manager or his or her designee. If the matter is not resolved at this level, the dispute will be resolved using the process outlined in Section 6.

8. GOVERNANCE

This Program Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Program Agreement shall be construed to conform to those laws. In the event of a lawsuit involving this Program Agreement, venue is proper only in Thurston County, Washington.

In the event of an inconsistency in the terms of this Program Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and this Agreement;
- c. Any other provisions of this Agreement, including materials incorporated by reference.

9. SEVERABILITY

If any provision of this Program Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Program Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Program Agreement, and to this end the provisions of this Program Agreement are declared to be severable.

10. ALL WRITINGS CONTAINED HEREIN

This Program Agreement, when signed, contains all the terms and conditions agreed upon by OSPI, DVR and DSB on matters related to Special Education and related services. No other understandings, oral or otherwise, regarding the subject matter of this Program Agreement, once signed, shall bind the parties. Any existing Program Agreement between OSPI, DVR and DSB shall continue in full force and effect until replaced by an executed Program Agreement.

11. COMPLIANCE WITH APPLICABLE LAW

All activity pursuant to this Program Agreement shall be in accordance with all applicable federal, state, and local laws and regulations, including all non-discrimination laws and regulations.

12. CONFIDENTIALITY

The parties shall comply with all applicable federal and state laws and regulations regarding use or disclosure of information, including, but not limited to information concerning children receiving services addressed in this Program Agreement. The parties shall not use or disclose any information for any purpose not directly connected with the administration of their responsibilities under this Program Agreement, except by prior written consent of the parent or adult student or as permitted by law.

13. INSURANCE

Each party is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for tort losses for which it is found liable.

14. LIMITATION OF LIABILITY

Each party to the Program Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of the Program Agreement. No party to the Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to the Program Agreement.

15. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Program Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

16. ASSIGNMENT AND SUBCONTRACTING

The work to be provided under this Program Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

17. WAIVER

A failure by either party to exercise its rights under this Program Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Program Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Program Agreement.

18. TERMINATION

- a. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Program Agreement, or if either party violates any of the terms and conditions in this Program Agreement, the aggrieved party may give the other party written notice of such failure or violation. The responsible party shall be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not so corrected, the parties to the Program Agreement shall address violations through the dispute mechanisms addressed in Section 6, before terminating the Program Agreement described in Section 18.b.
- b. Either party may terminate this Program Agreement by providing 90 calendar days' written notice to the other party. Termination of this Program Agreement does not relieve either of the parties from the existing obligations under other contracts or applicable federal or state law to provide special education and related services under IDEA.

If this Program Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Program Agreement prior to the effective date of termination. However, this does not relieve either party of obligations existing under IDEA, or other applicable federal or state laws relating to services to special education students.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Department of Social and Health
Services, Division of Vocational
Rehabilitation
State of Washington

Superintendent of Public Instruction
State of Washington

Vicki L. Sprague Contracts Coordinator

Signature

Title

Vicki L. Sprague 9/2/11

Print Name

Date

Sheryl Turner

Sheryl Turner, Contracts Administrator

October 5, 2011

Date

Who certifies that he/she is the
Contractor identified herein, OR a person
duly qualified and authorized to bind the
Contractor so identified to the foregoing
Agreement.

Approved as to FORM ONLY
by the Assistant Attorney General

Dept.

~~Division~~ of Services for the Blind
State of Washington

Arlene Iton Acting AD - Customer Services

Signature

Title

ARLENE ITON 10/3/11

Print Name

Date

Who certifies that he/she is the
Contractor identified herein, OR a
person duly qualified and authorized to
bind the Contractor so identified to the
foregoing Agreement.