

INTERAGENCY AGREEMENT
BETWEEN THE
OREGON DEPARTMENT OF HUMAN SERVICES
AND
THE OREGON DEPARTMENT OF EDUCATION

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This agreement is between the State of Oregon acting by and through the Department of Human Services Oregon Department of Human Services, Office of Vocational Rehabilitation Services hereinafter called DEPARTMENT and Oregon Department of Education hereinafter called AGENCY.

I. TERM

This agreement shall become effective on July 1, 2009, and shall expire, unless otherwise terminated or extended, on June 30, 2011.

II. Authority

Pursuant to ORS 190.110, state agencies may cooperate with each other in performing duties imposed on them. Under 34 CFR §100.134, 34 CFR §300.600, and ORS 343.041, AGENCY has been charged with the responsibility to provide general supervision and ensure a free and appropriate public education to all students who are eligible for special education. Under 34 CFR §361.1-385.44, DEPARTMENT has been charged with the responsibility to provide vocational rehabilitation services to persons with disabilities including eligible school-age students with disabilities.

III. SCOPE AND PURPOSE

The purpose of this cooperative agreement is to set forth the commitments of the AGENCY and DEPARTMENT to cooperate in activities leading to a successful transition for students with disabilities from a free and appropriate public education to engagement in appropriate post-secondary career-related training and employment activities.

For the purposes of this Agreement, the term "transition services" means a coordinated set of activities for a student, designed to be within a results-oriented process, that is focused on improving the academic achievement and functional performance of the student with a disability to facilitate the student's movement from school to post-school activities, including post-secondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities, as articulated in the Individualized Plan of Employment (IPE) or Individualized Education Program (IEP), shall be based upon the individual student's needs, taking into account the student's strengths, preferences and interests, and shall include instruction, community experiences, the development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

IV. CONFIDENTIALITY ASSURANCES

This Agreement requires the sharing of information between DEPARTMENT and AGENCY. Information about clients of DEPARTMENT and students from local education agencies (LEA's) will be released in conformance with regulations governing confidentiality of personally identifiable information.

V. ORDER OF SELECTION

Since January 15, 2009, DEPARTMENT has provided services in accordance with an "order of selection" it invoked on this date. An order of selection is a prioritized_waitlist process that federal law requires DEPARTMENT to institute in the event it does not have sufficient resources to serve all individuals

interested and eligible in receiving its services. Individuals subject to the order of selection are placed on a waitlist in order of the priority category that corresponds to the severity of their work related impairment and when they applied for services. Individuals are taken off the waitlist and provided with services when DEPARTMENT has sufficient resources to serve them, in accordance with their priority category and when they applied for services. The precise meaning of order of selection under this agreement shall be that set forth in OAR Chapter 582 (Department of Human Services, Vocational Rehabilitation Services), Division 100 (Order of Selection for Vocational Rehabilitation Services), as such rule(s) may be revised from time to time, and DEPARTMENT' current state plan for services.

VI. RESPONSIBILITY OF EACH PARTY

A. DEPARTMENT and AGENCY will:

1. Promote outreach to and identification of students with disabilities who are in need of transition services. Outreach to these students should occur as early as possible during the transition planning process and must include, at a minimum, a description of the purpose of the vocational rehabilitation program, eligibility requirements, application procedures, and scope of services that may be provided to eligible individuals.
2. Provide a copy of this Agreement to:
 - all LEA superintendents;
 - all Directors of Special Education;
 - all DEPARTMENT Branch Managers;and post on both the AGENCY and DEPARTMENT websites.
3. Collaborate toward meeting the transition resource needs of local school districts and DEPARTMENT Field Offices and facilitate effective transition for students with disabilities from a free and appropriate public education, (FAPE), to the provision of vocational rehabilitation services.

B. DEPARTMENT shall:

1. Inform AGENCY in writing of policies or procedural changes that may impact the eligibility of students with disabilities for DEPARTMENT services and the provision of services, so that AGENCY can disseminate such materials to local school districts and the State Directors of Special Education.

School District

2. Assign a Program Coordinator to facilitate linkages between local school districts and DEPARTMENT:

- a. Upon request from local school districts or AGENCY, DEPARTMENT will provide technical assistance on how to identify potentially eligible student/clients for services from DEPARTMENT and how to work with DEPARTMENT to provide transition services.
- b. Establish and disseminate a procedure for DEPARTMENT to release client information to the local school districts.
- c. Determine eligibility for DEPARTMENT service and provide rehabilitation services to school-aged students with disabilities when referred by the local school districts.
- d. Upon request, work with AGENCY and other agencies through a variety of training activities to identify and plan transition strategies for students with disabilities requiring long-term support after DEPARTMENT time-limited services.
- e. Work with local Branch Managers to assign a specific counselor to be a contact for the local school districts.

3. Provide training to all field counselors on their role in:

- a. providing outreach activities to students with disabilities (for those served in special education, for those served under Section 504, and for those served in general education).
 - b. providing technical assistance to the local school districts to prepare students with disabilities for career opportunities.
 - c. participating in transition planning with schools to facilitate the development of IEP's for students with disabilities.
 - d. assuring that IPE's are developed for students determined eligible for vocational rehabilitation as early as possible during the transition planning process or, at the latest, signed prior to the student leaving the school setting.
4. Collaborate in the planning, development and implementation of systems change through grants, legislative initiatives and other activities. Where appropriate, collaborative partnerships will be expanded to include the Oregon Commission for the Blind, Centers for Independent Living, Department of Human Services – Office of Developmental Disability Services, Office of Mental Health and Addiction Services, tribal vocational rehabilitation programs, parent advocacy organizations, universities and community colleges, and other community-based organizations.
 5. In collaboration with AGENCY, DEPARTMENT will make annual in-service training available for local school district transition staff and DEPARTMENT field staff around topics or issues that are designed to improve the effectiveness of transition services and employment outcomes for students with disabilities.
 6. Disseminate information regarding relevant training and workshops to AGENCY staff

7. Encourage DEPARTMENT field office staff to collaborate in local community planning and implementation efforts that are focused on the transition of students with disabilities from school to post-secondary outcomes.
8. Annually, report to AGENCY the number of school-age clients that have been served by DEPARTMENT. This data will be provided in a manner that is consistent with the requirements of the AGENCY student census report Provide for data sharing that will assist AGENCY in the completion of AGENCY's Annual Performance Report and the Systems Performance Review and Improvement, (SPR&I), report.
9. On request, participate in problem solving with AGENCY in the review of education programs in compliance with the Individuals with Disabilities Education Improvement Act (IDEIA) 2004.
10. Through the designated Education Specialist, assure a biennial review of the outcomes and effectiveness of this Agreement and make recommendations for policy changes, training activities, and modifications to this Agreement.
11. Upon request, provide information to the AGENCY State Advisory Council on Special Education to assist in the development of the Council's annual report to the Superintendent of Public Instruction.

C. AGENCY shall:

1. Inform local school districts, through Assistant Superintendent, Office of Student Learning and Partnerships memorandum, about services provided by DEPARTMENT to aid local school districts in carrying out special education obligations through such programs as the Youth Transition Program (YTP), Supported Employment (SE), or any other relevant programs provided by DEPARTMENT.

2. Provide representation on the DEPARTMENT State Rehabilitation Council and relevant committee participation.
3. Assign an Education Specialist to facilitate linkages between school districts and DEPARTMENT:
 - a. Upon request from the LEA's or DEPARTMENT, AGENCY will provide technical assistance on how to identify potentially eligible students for services from DEPARTMENT and how to work with DEPARTMENT to provide needed transition services.
 - b. Establish and disseminate a procedure for local school district release of student information to DEPARTMENT.
 - .c. Upon request, work with DEPARTMENT and other agencies through a variety of training activities to plan and identify transition strategies for students with disabilities requiring long-term support after DEPARTMENT time-limited services.
 - d. Work with local school districts in the development of Individualized Education Plan, (IEP). Transition Plans that demonstrate a coordinated set of activities that prevent a break in services for students as they transition to career-related activities as developed in an Individual Plan for Employment, (IPE), under the responsibility of DEPARTMENT.
4. Encourage local school districts to identify point(s) of contact for field staff from DEPARTMENT.
5. Collaborate in the planning, development and implementation of systems change through grants, legislative initiatives and other such activities. Where appropriate, collaborative partnerships will be expanded

to include the Oregon Commission for the Blind, Oregon School for the Deaf, Centers for Independent Living, Department of Human Services – Office of Developmental Disability Services, Office of Mental Health and Addiction Services, tribal vocational rehabilitation programs, parent advocacy organizations, universities and community colleges, and other community-based organizations.

6. In collaboration with DEPARTMENT, AGENCY will make annual in-service training available for local school district transition staff and DEPARTMENT field staff around topics or issues that are designed to improve the effectiveness of transition services and employment outcomes for students with disabilities.
7. Disseminate information regarding relevant training and workshops to the DEPARTMENT Training Unit.
8. Encourage school districts to collaborate in local community planning and implementation efforts that are focused on the transition of students with disabilities from school to post-secondary outcomes.
9. Annually, if requested, and in conformance with confidentiality requirements, provide summarized Child Count Data and other relevant transition services data to DEPARTMENT for the development of the DEPARTMENT State Plan.
10. On request, provide information to DEPARTMENT about vocational training programs in public education programs, approved private education programs and accredited post-secondary schools.
11. Through the designated Program Coordinator, assure a biennial review of the outcomes and effectiveness of this Agreement and make recommendations for policy changes, training activities and modifications to this Agreement.

Upon request, provide information to the DEPARTMENT State Rehabilitation Council to assist in the development of the Council's annual report to the Governor.

VII. RESPONSIBILITY OF THE PARTIES FOR DELIVERY OF SERVICES

1. It is agreed that the local school districts will be responsible for vocational transition activities in such areas as: career exploration, community based work experiences, and other activities that are intended to provide the student with general knowledge, general work habits, and responsibility training.
2. DEPARTMENT will be responsible for the development of the IPE, community based technical/occupational skill training and associated costs, and other IPE-related services that are not generally available to all students in the local school districts.

VIII. FINANCIAL RESPONSIBILITIES OF EACH PARTY

This Agreement does not involve any financial compensation from AGENCY or DEPARTMENT or exchange of funds between AGENCY and DEPARTMENT. However, programs may be developed that provide services for students with disabilities that will be co-managed, monitored and evaluated by AGENCY and DEPARTMENT.

IX. RESOLUTION OF DISPUTES ARISING FROM THIS AGREEMENT

1. AGENCY and DEPARTMENT agree that unresolved disputes between AGENCY and DEPARTMENT including disputes over the development of recommended procedures, access to and availability of services, and allocation of financial responsibility, will be first brought to mediation. The first step of mediation will be through the Governor's Dispute Resolution office. Other mediators may be selected by mutual agreement from a list of

mediators maintained by AGENCY, DEPARTMENT or the Department of Justice. The mediator's fee shall be shared equally between AGENCY and DEPARTMENT.

2. If mediation is unsuccessful in resolving the dispute, the parties shall appoint a dispute panel to hear the position of each party and make a final determination. The dispute panel will be comprised of an individual selected by AGENCY, an individual selected by DEPARTMENT, and an individual selected mutually by the parties.
3. The dispute resolution procedures in this Agreement do not affect or diminish the procedural safeguards available to parents of children with disabilities under the IDEA or clients of DEPARTMENT under the Rehabilitation Act.

X. WRITTEN NOTICES

DEPARTMENT Contact for all notices between parties is listed as follows:

DHS OVRS: Clayton Rees, YTP Program Coordinator
Department of Human Services
Office of Vocational Rehabilitation Services
500 Summer Street NE, E-
Salem, OR 97301-1120

AGENCY Contact for all notices between parties is listed as follows.

AGENCY: Eric Richards
Oregon Department of Education
Director of Operations
Special Education Services
255 Capitol Street NE
Salem, OR 97310

XI. GENERAL PROVISIONS

1. Amendment

The terms of this agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties. This agreement will not be amended after the expiration date.

2. Termination

- a. This agreement may be terminated at any time by mutual consent of both parties, or by either party upon 30 days notice in writing, and delivered by certified mail or in person.
- b. In addition, the DEPARTMENT may terminate this agreement, in whole or in part, effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the DEPARTMENT, under any of the following conditions:
 1. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement; or
 2. If any license or certification required by law or regulation to be held by the AGENCY to provide the services required by this agreement is for any reason denied, revoked, suspended, or not renewed.
- c. DEPARTMENT, by written notice to AGENCY, may at any time terminate the whole or any part of this agreement:

1. If the AGENCY fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
 2. If the AGENCY fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the DEPARTMENT, fails to correct such failures within 30 calendar days or such other period as the DEPARTMENT may authorize or require.
- d. Termination or modification of this agreement pursuant to subsections 1 or 2, above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, AGENCY shall immediately cease all activities under this agreement, unless expressly directed otherwise by DEPARTMENT in the notice of termination. Further, upon termination,
- e. AGENCY shall deliver to DEPARTMENT all agreement documents, information, works-in-progress and other property that are or would be deliverables had the agreement been completed.

3. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. AGENCY, BY THE

SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE,
HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS
AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE
BOUND BY ITS TERMS AND CONDITIONS.

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XII. SIGNATURES

This Agreement is executed on behalf of AGENCY and DEPARTMENT through the undersigned representatives on the dates indicated after their signatures.

STATE OF OREGON, acting by and through the Department of Education, Office of Student Learning and Partnerships:

By: [Signature] 12/11/09
Nancy Latini Date
~~Assistant Superintendent~~
[Signature] Jan Duncan Contracting Officer 12/16/09

STATE OF OREGON, acting by and through the Department of Human Services, Office of Vocational Rehabilitation Services:

By: [Signature] 12-14-09
Stephaine Parish Taylor Date

Administrator

Reviewed/Office of Contracts and Procurement, DHS:

By: [Signature] 12/16/2009
Dante, OPBC