



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**INTERGOVERNMENTAL AGREEMENT
CONTRACT AMENDMENT**

1 CONTRACTOR (Name and address) Arizona DEPARTMENT OF HEALTH SERVICES - Division of Behavioral Health Services 1740 W Adams St Rm 303 Phoenix, AZ 85007-2602	2 CONTRACT ID NUMBER DE070206-001 HG732143
	3 AMENDMENT NUMBER 4

4 THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

- Pursuant to the TERMS AND CONDITIONS, paragraph 2, AMENDMENTS, the following changes are hereby made.
- 1) This agreement is being extended for the period from July 01, 2010 through June 30, 2011.
 - 2) Changes are made to the Scope of Work as detailed in the attached "Summary of Changes," and the existing Scope of Work is deleted in its entirety and replaced with the attached Scope of Work dated June 15, 2010.

There is no funding added to this extension. Funding may be added in a subsequent amendment. No billable work shall be performed until an Amendment is executed adding funding for the relevant period.

5 EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTACT.

6 ARIZONA DEPARTMENT OF ECONOMIC SECURITY SIGNATURE OF AUTHORIZED INDIVIDUAL	7 NAME OF CONTRACTOR Arizona DEPT. OF HEALTH SERVICES SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Anne M. Froio Christine Roth
TITLE Professional Services Unit Manager	TITLE Chief Procurement Officer, Acting
DATE 6/30/2010	DATE June 29, 2010

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY

ARIZONA ATTORNEY GENERAL'S OFFICE

COUNSEL FOR Arizona DEPT. OF HEALTH SERVICES - Division of Behavioral Health Services

By:
Assistant Attorney General

By:
Public Agency Legal Counsel

Date: 6/24/10

Date: 6/30/10

Effective July 1, 2010

1. 4.1.1a The following is added to the end of the sentence: "or depending on the region, become cross-trained in the area of psychiatric disabilities, to effectively serve the individual needs of the client."
2. 4.1.1b The second sentence is deleted in its entirety and replaced by the following: "However, for clients who are determined General Mental Health (GMH) by their respective T/RBHA's, the eligibility process will be dictated by the ADES/RSA Federal Mandates."
3. 4.1.1d The phrase "to non-time limited follow-along supports" is deleted in its entirety and the phrase "bases practices" is corrected to read "-based practices."
4. 4.1.1e The second sentence, "One position from ADES/RSA and one from ADHS/DBHS where job duties mirror each other" is deleted in its entirety.
5. 4.1.1f The word "non-monetary" in parentheses is inserted after the phrase "Serving as a framework for bringing together the resources."
6. 4.2 The phrase "financial responsibilities," is deleted in its entirety.
7. 5.1 The following clause is deleted in its entirety: "using the combined talents, commitment and resources within ADES/RSA and ADHS/DBHS."
8. 5.3.2a The phrase "each entity's" is inserted before the word "resources."
9. 7.2 The phrase "a goal of" is inserted into the second sentence, preceding the phrase "thirty (30) days."
10. 7.4 The phrase "lack of capacity" is deleted and replaced by "substantial agency changes (i.e. ending of provider contracts, OOS changes, significant staffing change)" and the remainder of the sentence is deleted.
11. 8.2 The second sentence is formatted as 8.2.1, to read as follows:
 1. Vocational choices, which may include any type of meaningful activity (whether directly targeted at paid employment acquisition or not) and plans to support those choices should prominently figure in all ISPs.
12. 8.2.1 The following is added as 8.2.2 as follows:
 2. Input from the Vocational Rehabilitation Counselor remains a vital element of the Individual Service Plan process. It is the responsibility of the Vocational Rehabilitation Counselor to provide recommendations for open, eligible, and active VR clients to be incorporated into the clients Individual Service Plan. The T/RBHA will be responsible for initiating the Individual Service Plan Participation/Recommendation Form to be completed by the Vocational Rehabilitation Counselor. The T/RBHA will be responsible for taking the information provided by the Vocational Rehabilitation Counselor and incorporating into the clients Individual Service Plan. (Refer to attachment C: Individual Service Plan Participation/Recommendation Form). If a T/RBHA chooses to utilize an existing method to extrapolate the exact information requested in Attachment C, the method must be approved by the ADES/RSA Statewide Coordinator and the ADHS/DBHS Employment & Rehabilitation Coordinator.
13. 8.4 The clause, ", depending on the availability of funds" is added to the end of the sentence, following the phrase "their employment goals."
14. 8.7 In the second sentence after the word "VR" replace the word "counselor" with "staff member (i.e. VR Counselor, Unit Supervisor, Rehabilitation Technician"

15. 8.7 The phrase "Individual Plan for Employment" is corrected to "Individualized Plan for Employment."
16. 8.7 In the fourth sentence, word "each" is deleted from the phrase "each T/RBHA clinical program site" and the following clause is added. ", the ADES/RSA local office, or at an alternative community location that best meets the needs of the client."
17. 8.7 The following sentence is added at the end of the section: "It is preferred by both parties that the VR staff members conducting the VR Orientations must have already completed an ADES/RSA approved Behavioral Health Orientation."
18. 8.8 The phrase "desk and a" is inserted into the second sentence prior to "telephone."
19. 8.8 The phrase "and/or Internet" is inserted at the end of the second sentence.
20. 8.9 This paragraph is deleted in its entirety and replaced with the following:
8.9 Mutual clients who are BHS/SMI and enrolled TITLE XIX shall be offered the service of Extended Supported Employment. An ESE Coordination form shall be filled out at the time the IPE is at time of eligibility or prior to IPE implementation. T/RBHA funded Extended Supported Employment services will not be available for BHS/SMI and enrolled non-TITLE XIX individuals. However, an ESE Coordination Form will be completed for all BHS/SMI and enrolled individuals. At the time where Extended Supported Employment services are to be implemented, and the individual is non-TITLE XIX, the ESE Coordination Form will become null and void.
21. 9.2 The following clause is inserted at the beginning of the sentence, adjusting punctuation as necessary: "As funding and staffing capabilities allows,,"
22. 9.3.1 This paragraph is deleted in its entirety and replaced with the following. The four sub-paragraphs (a-d) remain.
9.3.1 Participating at the highest level possible, but at a minimum of one time per month, as a member of the clinical/recovery team or upon request to:
23. 9.3.1.c The word "eligible" is inserted prior to the phrase "persons who have successfully completed the ADES/RSA program "
24. 9.3.2 This paragraph is deleted in its entirety and replaced with the following.
9.3.2 Notifying ADHS/DBHS when problems occur regarding the presence of ADES/RSA staff at the T/RBHA clinical site. ADES/RSA and ADHS/DBHS will work with the regional representative in the relevant area(s) to develop strategies to correct deficiencies and improve performance.
25. 9.5d This sub-paragraph is deleted in its entirety and the subsequent sub-paragraphs formatted accordingly.
26. 10.1 The phrase "For TITLE XIX enrolled clients" is inserted at the beginning of the paragraph and the punctuation adjusted as necessary.
27. 10.2 The following is added as 10.2 and the subsequent sections re-numbered accordingly
10.2 For those individuals who are SMI but not enrolled in TITLE XIX, the following limited services will be available:
28. 10.2.1 The following is added as 10.2.1.
10.2.1 Medication-only benefit
a. A generic medication formulary (Attachment B). For those members who prefer brand name medications, these medications may be prescribed, but they are not a covered benefit, costs associated with the use of brand medication are the responsibility of the member. RBHAs are encouraged to access pharmacy prescription assistance programs to obtain no-cost or reduced-cost brand name medications.

- b. Medically necessary laboratory services as currently available in the ADHS/DBHS Covered Behavioral Health Services Guide (http://www.azdhs.gov/bhs/FNLguide_v6.9.pdf).
- c. Psychiatric assessments for newly enrolled Non-Title XIX SMI members or when a new or different medical professional assumes responsibility for treatment of the member.
- d. Psychiatric follow-up appointments for medication management.
- e. Telephone contact by prescribing medical professionals (MD, DO, NP, PA) or nursing (RN, LPN) staff.
- f. Nursing (RN, LPN) assistance for prescribing medical professionals and medication administration.
- g. Interpretation Services.

29. 10.2.2 The following is added as 10.2.2.
10.2.2 Crisis Services
30. 10.3 The following is added after the first sentence: "If, due to locality, this is not possible, it is the responsibility of the T/RBHA to determine alternative methods of implementing ESE services."
31. 10.3 The phrase "have become enrolled in Title XIX, and who" is added after the phrase "for individuals who."
32. 10.3 The last sentence of 10.3 is deleted in its entirety.
33. 10.5 The clause "ensuring accurate accounting of expenditures;" is deleted in its entirety.
34. 11.2 After the clause, "Upon agreement," the clause "and when funds become available," is added.
35. 11.3 The clause "When funding is available," is added to the beginning of the paragraph.
36. 11.9f The following is added to the end of the sentence: "as designated by ADES/RSA IGA Statewide Project Coordinator and ADHS/DBHS Statewide IGA and Employment Coordinator."
37. 12.1A This section is deleted in its entirety and the remainder of 12.1 is adjusted to correspond.
38. 13.0 The following is added to the section head: "- No budget submitted at this time."
39. 14.2.4 Spelling of the word "creation" is corrected.
40. 14.4 The head for this section is deleted in its entirety and replaced with "Disclosure from ADHS/DBHS to ADES/RSA will be the minimum necessary, as needed, for the purposes of this agreement."
41. 14.4a The following is inserted as a section head for the bullet points: "For TITLE XIX enrolled clients, the referral packet should include:"
42. 14.4b The following section 14.4b is added.
- b. For individuals not enrolled in TITLE XIX, the point of contact for ADES/RSA to request a referral packet from ADHS/DBHS is the Acute Health Plan Provider Coordinator (AHPPC), or their designee. The AHPPC is accountable to determine the method that will result in the most efficient referral process, per T/RBHA. The referral packet should include:
 - Initial Assessment, including SMI Determination
 - Psychiatric Progress Notes
 - Any other pertinent information, based upon availability of such information, to assist in making an expedited eligibility decision.

43. Attachment A: "IGA Technical Support and Monitoring Process" is deleted in its entirety and replaced with the attached Attachment A: "Individual Service Plan Participation/Recommendation Form."
44. The reference to Executive Order 99-4 in the IGA TERMS AND CONDITIONS 10.1 is updated to 2009-09.
45. The following section 22.0 is added to the IGA TERMS AND CONDITIONS.

22.0 TERMINATION

- 22.1 Termination upon Mutual Agreement. This Contract may be terminated by mutual written agreement of the parties effective upon the date specified in the written agreement.
- 22.2 Termination for Convenience. The State reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The Cost principles and procedures provided in A.A.C R2-7-701 shall apply.
- 22.3 Termination for Default:
 - a. In addition to the rights reserved in the Uniform Terms and Conditions, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - b. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 - c. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
 - d. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Attachment A

Individual Service Plan Participation / Recommendation Form

Date _____

Individual Service Plan
Participation / Recommendation Form

This form is to be initiated by the T/RBHA and completed by the RSA VR Counselor, upon request of member's clinical team, on the clients who are open, eligible and active in the VR Program

RSA VR Counselor Name:	Date Needed By:
Member Name:	Member DOB:
Please mark one or more of the following, that best describe(s) the member's status in the VR Program:	
Eligible, but not yet in Individualized Plan for Employment (IPE)	<input type="checkbox"/>
Currently in Individualized Plan for Employment (IPE), but not actively pursuing goal at this time	<input type="checkbox"/>
Currently in Individualized Plan for Employment (IPE), and actively pursuing vocational goal	<input type="checkbox"/>
Currently employed	<input type="checkbox"/>
Currently in school or training program	<input type="checkbox"/>
Other:	<input type="checkbox"/>
In the space below, please describe the member's vocational goal. What type of employment does the member wish to pursue?	
In the space below, please describe any and all activities the member is currently working on to reach employment goal (this may include volunteer work):	
In the space below, please list any additional information that may be helpful for the Clinical Team to know about the member or that should be included in the Individual Service Plan:	

Please complete this form and return to the clinical team before the client's scheduled Adult Team Meeting / ISP Planning Meeting.

***** This form should be filed in the member's medical record with the ISP *****

Intergovernmental Agreement

Scope of Work
June 15, 2010

1.0 PARTIES

- 1.1 This Agreement between the ADES/RSA and ADHS/DBHS is a third party cooperative arrangement for providing enhanced and structured vocational rehabilitation (VR) services to individuals with disabilities (hereafter referred to as "mutual clients") as defined by the Rehabilitation Act of 1973, as amended, and its implementing Regulations (34CFR 361.28).
- 1.2 In consideration of the mutual representations and obligations hereunder, the ADES/RSA and the ADHS/DBHS agree to abide by all the terms and conditions set forth herein

2.0 TERM

- 2.1 The term of this agreement shall be January 1, 2007 and shall terminate on December 31, 2007, subject to the termination provisions contained herein. This agreement may be extended for four (4) one-year periods; the term may not exceed a total of five (5) years.

3.0 AUTHORITY

- 3.1 ADES/RSA RSA is authorized to administer the Vocational Rehabilitation program and provide vocational Rehabilitation services pursuant to A.R.S § 23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration) and the Rehabilitation Act of 1973, as amended, and its implementing regulations (34 CFR 361.48)
- 3.2 ADHS/DBHS has authority to contract for services specified in this Agreement in accordance with A.R.S 36-3402, 36-3403, 36-3407, 36-550 et seq ; and 36-503 2.
- 3.2.1 ADHS/DBHS and its tribal and regional behavioral health authorities (T/RBHAs), perform joint activities pursuant to contract which meet the definition of an Organized Health Care Arrangement (OHCA) as defined by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Standard at 45 CFR 164.501. Because of the OHCA relationship, ADHS/DBHS may on behalf of the T/RBHAs enter into a Business Associate Agreement with ADES/RSA as defined by the HIPAA Privacy Act at 45 CFR 160.103.

4.0 PURPOSE OF AGREEMENT

- 4.1 The purposes of this IGA are to
 - 4.1.1 Enhance program delivery methods and provide customized employment services to individuals with psychiatric disabilities by:
 - a. Ensuring that Vocational Rehabilitation Counselors are specialized in the field of psychiatric disabilities or depending on the region, become cross-trained in the area of psychiatric disabilities to effectively serve the individual needs of the client.
 - b. Customizing the BHS program to ensure that eligibility decisions are made in an expedited manner. However, for clients who are determined General Mental Health (GMH) by their respective T/RBHA's, the eligibility process will be dictated by the ADES/RSA Federal Mandates.
 - c. Modifying the sixty day eligibility requirement to a goal of thirty days.
 - d. Expanding and providing a continuum of services when transitioning from prevocational services, through vocational services. Through service coordination between ADES/RSA and ADHS/DBHS, a structured statewide referral process is implemented to ensure the quickest and highest level of care provided to individuals with serious mental illness while adhering to evidenced-based practices.
 - e. Ensuring coordination, cooperation and collaboration efforts between ADHS/DBHS and ADES/RSA with two coordinator positions
 - f. Serving as a framework for bringing together the resources (non monetary) of two systems, building upon existing efforts and facilitating a broad spectrum of joint State and local initiatives
 - g. Increasing employment success and enhancing the ability of the target population to take their rightful places as participating members of the workforce and in their communities.
 - 4.1.2 Ensure the full inclusion of community partners in the service delivery, including Community Rehabilitation Providers, persons receiving services, advocates, family members, employers, training facilities and other pertinent stakeholders from communities
- 4.2 The agreement contains procedures for coordination of services, conditions, terms, , and interagency dispute resolution.

Intergovernmental Agreement

5.0 JOINT MISSION/ VALUE STATEMENT

- 5.1 The mission of this agreement is to increase the number of employed Arizonans with serious mental illness enrolled with ADHS/DBHS and eligible for ADES/RSA Vocational Rehabilitation (VR) services who are successful and satisfied with their vocational roles and environments
- 5.2 Recovery for individuals with serious mental illness is dependent on a philosophy within both the mental health and vocational rehabilitation system that work and economic self-sufficiency are an integral part of planning for all individuals diagnosed with serious mental illness, and that meaningful work provides opportunities for community integration and reduces the need for expensive mental health interventions
- 5.3 ADES/RSA and ADHS/DBHS commit to the following shared values in the accomplishment of the mission:
1. Person-centered and person-driven services, as demonstrated by:
 - a. Assisting persons in formulating their vision of recovery;
 - b. Recognizing and supporting the person's vision of recovery;
 - c. Providing information, education and assistance to empower persons in making decisions regarding vocational, treatment and support services to achieve their goals;
 - d. Building partnerships that support collaboration, communication and coordination in the planning and provision of vocational, treatment, and support services; and
 - e. Providing an array of community-based opportunities, ensuring integration with non-disabled community members
 2. Effective and supportive management as demonstrated by:
 - a. Maximum and efficient use of each entity's resources;
 - b. Respect and support for the unique roles and responsibilities of involved agencies, including service delivery staff and employers;
 - c. Flexibility at all levels.
 3. Support and encourage community rehabilitation programs and behavioral health providers to work collaboratively as partners to streamline processes and expand outcomes
 4. Strive for continuous improvement in the quality and timeliness of services delivered by:
 - a. Evaluating network gaps and identifying innovative programs and/or services;
 - b. Streamlining processes;
 - c. Utilizing best practices and promising practices, and
 - d. Focusing on employment outcomes

6.0. APPLICABLE REGULATIONS

- 6.1 ADES/RSA and ADHS/DBHS acknowledge the existence of the parameters under which this agreement shall operate. The parties agree to respect these conditions and to support compliance with the obligations under the following regulations:
1. Arnold v Sarn Exit Stipulation and Supplemental Agreement;
 2. Rules for Implementation of Services for persons with a Serious Mental Illness, Title IX, Chapter 21;
 3. Rehabilitation Act of 1973, as amended (29 U.S.C. 701-744),
 4. Maricopa County Plan for Employment and Rehabilitation dated June 15, 1999
 5. ADES/RSA State Plan for Vocational Rehabilitation,
 6. Employment Opportunities for Disabled Americans Act of 1986 (P.L. 99-643),
 7. Protection and Advocacy for Mentally Ill Individuals Act of 1986 (P.L. 99-319);
 8. ADHS/DBHS Covered Services Guide,
 9. The Ticket to Work and Work Incentives Improvement Act (P.L. 106-170);
 10. The ADES/RSA Order of Selection;
 11. Supported Employment (under Title XIX of the Social Security Act) for persons diagnosed with a mental illness.
 12. Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Standards at 45 C.F.R., Parts 160 and 164

7.0 INDIVIDUALS TO BE SERVED UNDER THIS AGREEMENT AND ELIGIBILITY CRITERIA:

- 7.1 Individuals served under this IGA(hereafter referred to as "mutual clients") shall be any person who is :
- 7.1.1 Enrolled with the Regional Behavioral Health Authority (RBHA) or a Tribal Behavioral Health Authority (TBHA) as a person with serious mental illness by definition in Arizona Revised Statute (A.R.S. §36-550); and

Intergovernmental Agreement

- 7.1.2 Applicants for, or recipients of, services from RSA.
- 7.2 Clients who express their intent to work in their Individual Service Plan (ISP) will be referred to the VR program. Vocational Rehabilitation (VR) Program assists individuals with disabilities to achieve economic self-sufficiency through meaningful and sustained employment. VR eligibility shall be determined by VR counselors within a goal of thirty (30) days of a signed application based on the following eligibility criteria:
- a. A determination that an individual has a physical or mental impairment,
 - b. The impairment constitutes or results in a substantial impediment to employment,
 - c. A presumption that the applicant can benefit in terms of an employment outcome. Employment outcome means, with respect to an individual entering or retaining full-time or, if appropriate, part-time competitive employment, in the integrated labor market supported employment, or any other type of employment in an integrated setting (including self-employment, telecommuting, or business ownership) that is consistent with an individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
 - d. The individual requires vocational rehabilitation services to prepare for, enter into, engage in or retain gainful employment consistent with the applicant's strengths, resources, priorities, concerns, abilities, capabilities and informed choice.
 - e. Any eligible individual, including social security beneficiaries, must intend to achieve an employment outcome. The applicant's completion of the application process for vocational rehabilitation services is sufficient evidence of the individual's intent to achieve an employment outcome.
 - f. Social security beneficiaries under Title II and XVI of the Social Security Act are presumed eligible for VR services through ADES/RSA unless there is clear and convincing evidence that the applicant is incapable of benefiting in terms of an employment outcome from vocational rehabilitation services due to the severity of the applicant's disability.
- 7.3 The Rehabilitation Act of 1973, as amended (29 U.S.C. 701-744), established an Order of Selection to prioritize ADES/RSA services for individuals with most significant disabilities. The Order of Selection does not impact ADES/RSA eligibility under this agreement. ADES/RSA will notify ADHS/DBHS in writing thirty (30) days prior to implementing any changes to the Order of Selection.
- 7.4 ADES/RSA will notify ADHS/DBHS in writing when there is a substantial agency change (i.e., ending of provider contracts, OOS changes, significant staffing changes). ADES/RSA will also identify when they anticipate VR services will be continued or reestablished. A joint process for triaging referrals and ensuring seamless service delivery will be developed at the regional level and outlined in the regional collaborative Protocols written by each T/RBHA and respective ADES/RSA District, and approved by ADES/RSA and ADHS/DBHS.
- 7.5 ADHS/DBHS will notify ADES/RSA in writing when there is anticipated increase or decrease in T/RBHA-enrolled individuals with serious mental illness that may impact service provision under this agreement.
- 8.0 GENERAL SERVICE PROVISION**
- 8.1 Persons served through this agreement shall be eligible for any and all services that they may otherwise receive from ADES/RSA and ADHS/DBHS without this agreement.
- 8.2 T/RBHAs are responsible for ensuring that each individual has an Individual Service Plan (ISP) that is centered around his/her employment and rehabilitation needs.
1. Vocational choices, which may include any type of meaningful activity (whether directly targeted at paid employment acquisition or not) and plans to support those choices should prominently figure in all ISPs.
 2. Input from the Vocational Rehabilitation Counselor remains a vital element of the Individual Service Plan process. It is the responsibility of the Vocational Rehabilitation Counselor to provide recommendations for open, eligible, and active VR clients to be incorporated into the clients Individual Service Plan. The T/RBHA will be responsible for initiating the Individual Service Plan Participation/Recommendation Form to be completed by the Vocational Rehabilitation Counselor. The T/RBHA will be responsible for taking the information provided by the Vocational Rehabilitation Counselor and incorporating into the clients Individual Service Plan. (Refer to attachment C: Individual Service Plan Participation/Recommendation Form). If a T/RBHA chooses to utilize an existing method to extrapolate the exact information requested in Attachment C, the method must be approved by the ADES/RSA Statewide Coordinator and the ADHS/DBHS Employment & Rehabilitation Coordinator.

Intergovernmental Agreement

- 8.3 ADES/RSA and ADHS/DBHS agree to cooperatively develop and maintain services to meet the vocational needs of persons who have serious mental illness. VR Services should be provided in the most integrated setting possible that will allow for integration of mutually eligible clients in the community.
- 8.4 ADES/RSA and ADHS/DBHS will ensure the availability of a full continuum of services necessary for assisting persons in their recovery and achieving their employment goals, depending on the availability of funds
- 8.5 Clinical Team/Recovery Team members (e.g. Case Manager, Clinical Liaison, Psychiatrist/Nurse Practitioner, Rehabilitation Specialist, Nurse, Behavioral Health Service Providers, etc. who are responsible with the individual for developing and overseeing the service plan) including the ADES/RSA Counselors, will advocate for and link individuals to community services to maximize existing and available supports (e.g. Pell Grants, University/Community College Student Services, faith-based organizations, One-Stop Center, etc.) to facilitate integration into the community.
- 8.6 In order to provide a continuum of services when transitioning employment/rehabilitation services between the ADES/RSA service system and the ADHS/DBHS service system (e.g. prevocational and extended supported employment services), both State agencies will utilize, as needed and appropriate, service providers who are contracted with both ADES/RSA and ADHS/DBHS.
- 8.7 Co-location of services and a "one-stop" service delivery are vital to the success of the program and the success of the individuals served. A VR staff member (VR Counselor, Unit Supervisor, Rehabilitation Technician) shall be assigned to each T/RBHA clinical program site. The VR Counselor must visit the clinical program site a minimum of one day per month. Based on the Collaborative Protocols between the Regional Behavioral Health Authorities and ADES/RSA Regions and availability of space, ADES/RSA staff will provide orientation, information, intakes, and Individualized Plan for Employment (IPE) planning services at either the T/RBHA clinical program sites, the ADES/RSA local office, or at an alternative community location that best meets the needs of the client. It is the preference that the VR staff members conducting the VR Orientations must have already completed an ADES/RSA approved Behavioral Health Orientation.
- 8.8 ADHS/DBHS in coordination with the T/RBHAs will ensure functional workspace for ADES/RSA staff to carry out the service objectives stated in Section 8.7. "Functional workspace" includes a private area for the VR Counselor to meet with clients, access to a desk and a telephone, and access to a computer and or internet. If computer access is not available, the T/RBHA shall ensure that the VR Counselor can use the computer of another staff person as needed.
- 8.9 Mutual clients who are BHS/SMI and enrolled TITLE XIX shall be offered the service of Extended Supported Employment. An ESE Coordination form shall be filled out at the time the IPE is at time of eligibility or prior to IPE implementation. T/RBHA funded Extended Supported Employment services will not be available for BHS/SMI and enrolled non-TITLE XIX individuals. However, an ESE Coordination Form will be completed for all BHS/SMI and enrolled individuals. At the time where Extended Supported Employment services are to be implemented, and the individual is non-TITLE XIX, the ESE Coordination Form will become null and void.

9.0 REHABILITATION SERVICES ADMINISTRATION RESPONSIBILITIES

ADES/RSA will:

- 9.1 Provide vocational rehabilitation services to assist mutually eligible clients to become self-sufficient through meaningful and sustained work in support of their recovery process. An Individualized Plan for Employment (IPE) for each eligible client will be developed and the specific vocational rehabilitation services needed to achieve the employment outcome will be provided. Vocational rehabilitation services include, but are not limited to, the following:
- a. Vocational counseling and guidance;
 - b. Career exploration, vocational assessment, job planning and supported education;
 - c. Work exploration and work adjustment activities;
 - d. Specific job preparation (including educational opportunities, on-the-job training, other skill building activities, retraining),
 - e. Individual job development and placement,
 - f. Transitional employment placements,
 - g. Supported employment services will be provided consistent with the person's individual needs and until job stability is achieved,
 - h. Vocational support services such as tools, supplies and assistive technology services (including adaptive aids/devices, etc), as needed

Intergovernmental Agreement

- 9.2 As funding and staffing capabilities allows, ensure there is an adequate number of dedicated staff to provide services in each geographic region under this agreement
- 9.3 Train Vocational Rehabilitation counselors to work with persons diagnosed with serious mental illness in coordination with the local behavioral health clinical staff by:
1. Participating at the highest level possible, but at a minimum of one time per month, as a member of the clinical/recovery team or upon request to:
 - a. Discuss a potential referral when an individual intends to work
 - b. Provide recommendations and/or information for those currently receiving vocational services through ADES/RSA.
 - c. Inform the clinical team when developing Extended Supported Employment plans for eligible persons who have successfully completed the ADES/RSA program; and
 - d. Participate in Annual Review meetings for clients closed as successfully rehabilitated by the ADES/RSA program to determine ongoing needs of the person.
 2. Notifying ADHS/DBHS when problems occur regarding the presence of ADES/RSA staff at the T/RBHA clinical site. ADES/RSA and ADHS/DBHS will work with the regional representative in the relevant area (s) to develop strategies to correct deficiencies and improve performance.
- 9.4 Develop and implement contracts with community providers to meet the vocational needs of persons with a serious mental illness within the region consistent with the Regional Vocational Plans and the mission of this agreement.
- 9.5 Establish a Statewide Coordinator for Behavioral Health whose primary functions will be to:
- a. monitor and evaluate requirements of this agreement b. ensure that all goals and objectives assigned to ADES/RSA under this agreement are met;
 - c. cooperate and coordinate with the ADHS/DBHS Statewide IGA Employment Coordinator the service provision under this agreement;
 - d. plan and propose new programs and initiatives;
 - e. jointly with ADHS/DBHS Statewide IGA Employment Coordinator participate in program review to maintain consistency of the service provision, and
 - f. provide technical support to ADES/RSA staff directly involved in the service delivery under this agreement (
 - g. Facilitate an annual Statewide SMI Specialty VR Counselor Meeting

10.0 ARIZONA DEPARTMENT OF HEALTH SERVICES/DBHS RESPONSIBILITIES

ADHS/DBHS shall:

- 10.1 For TITLE XIX enrolled clients, provide the following behavioral health services (see the ADHS/DBHS Covered Behavioral Health Services Guide www.azdhs.gov/bhs/covserv.htm for descriptions of specific services) through the Regional Behavioral Health Authorities (RBHAs) and Tribal Behavioral Health Authorities (TBHAs):
- a. Treatment;
 - b. Rehabilitation, including prevocational services (e.g. services that focus on engaging the person, increasing their readiness and commitment to establishing a vocational goal, enhancing self awareness, exploring attitudes and beliefs related to employment and/or improving self care/hygiene, health, self direction/personal responsibility and interpersonal skills) and extended supported employment (ESE) services when an individual reaches the ADES/RSA VR status 22;
 - c. Medical;
 - d. Crisis Intervention;
 - e. Inpatient,
 - f. Residential;
 - g. Behavioral Health Day Programs; and
 - h. Support Services
- 10.2 For those individuals who are SMI but not enrolled in TITLE XIX, the following limited services will be available.
1. Medication-only benefit
 - a. A generic medication formulary (**Attachment B**). For those members who prefer brand name medications, these medications may be prescribed, but they are not a covered benefit, costs associated with the use of brand medication are the responsibility of the member. RBHAs are encouraged to access pharmacy prescription assistance programs to obtain no-cost or reduced-cost brand name medications
 - b. Medically necessary laboratory services as currently available in the ADHS/DBHS Covered Behavioral Health Services Guide (http://www.azdhs.gov/bhs/FNLguide_v6_9.pdf)

Intergovernmental Agreement

- c. Psychiatric assessments for newly enrolled Non-Title XIX SMI members or when a new or different medical professional assumes responsibility for treatment of the member
 - d. Psychiatric follow-up appointments for medication management.
 - e. Telephone contact by prescribing medical professionals (MD, DO, NP, PA) or nursing (RN, LPN) staff.
 - f. Nursing (RN, LPN) assistance for prescribing medical professionals and medication administration
 - g. Interpretation Services.
2. Crisis Services

- 10.3 Ensure that contracts are developed with community providers to provide behavioral health services for individuals engaged in vocational programming or who are working, including prevocational and extended supported employment (ESE) services. If, due to locality, this is not possible, it is the responsibility of the T/RBHA to determine alternative methods of implementing ESE services. Commitments to provide ESE services must be made prior to the implementation of an ADES/RSA IPE for individuals who have become enrolled in TITLE XIX, and who will need such supports.
- 10.4 Ensure that the T/RBHAs participate in the activities outlined in this agreement including the development of collaborative protocols with ADES/RSA. A description of how ESE services will be provided in each region and the mechanisms for communicating changes in ADES/RSA status must be included in the protocols.
- 10.5 Establish an ADHS/DBHS Statewide IGA and Employment Coordinator whose primary function is to oversee the requirements in the IGA including: co-facilitating with the ADES/RSA Statewide IGA Project Coordinator meetings; planning and proposing new programs and initiatives; joint program review, maintaining consistency of provision of services; and oversight of the regional vocational plans (refer to Attachment A for a full description of the IGA Technical Support and Monitoring process).
- 10.6 Ensure that the Maricopa County RBHA incorporates and follows the Maricopa County Plan for Employment and Rehabilitation dated June 15, 1999, and approved by the Court.
- 10.7 In conjunction with the T/RBHAs, hold regular coordination meetings within each region (minimum of quarterly) involving community providers, ADES/RSA staff and representative clinical staff to facilitate communication and planning.
- 10.8 Participate and assist in the training of providers, counselors, and clinical teams.

11.0 JOINT RESPONSIBILITIES

- 11.1 Training and technical assistance related to vocational programming is the responsibility of both the ADHS/DBHS through the T/RBHA and the ADES/RSA.
- a. ADES/RSA and ADHS/DBHS will identify a list of core trainings to be offered annually, as agreed upon in the Statewide Annual Vocational and Rehabilitation Services and Provider Network Development Plan, including the distribution and education on the collaborative agreements and ADES/RSA and T/RBHA Regional Vocational Plans.
 - b. Training and technical assistance shall be available to the following target groups and should focus on inclusion of ADES/RSA and T/RBHA behavioral health staff:
 - i. Community rehabilitation program staff and contracted providers,
 - ii. The ADES/RSA counselors supervisors and administrators,
 - iii. Clinical team staff providing services to persons with a serious mental illness,
 - iv. Persons receiving services, family members and advocates
 - c. ADES/RSA and ADHS/DBHS vocational staff, T/RBHA clinical staff and providers will encourage participation in trainings
 - d. ADES/RSA and ADH/DBHS will provide technical assistance to each other in areas specific to roles, contracting and understanding of processes, policies and regulations.
- 11.2 Upon agreement, and when funds become available, ADES/RSA and ADHS/BHS will set aside funds for service development projects for Rural and Urban areas to develop new or to enhance existing programs based on best practices, innovative approaches and network gaps. These funds will be set aside as long as the appropriation does not impact direct client services.
- 11.3 When funding is available, ADES/RSA and ADHS/DBHS will establish a joint review and approval timeframe and process for funding proposals for development to ensure that projects funds shall be dispersed within 120 days of availability

Intergovernmental Agreement

- 11.4 ADHS/DBHS and ADES/RSA will participate jointly in Program Review and Quality Improvement processes, including but not limited to:
- a. Quarterly joint Case File Reviews including "Arnold vs. Sarn" auditing and/or ADES/RSA Special Population Reviews.
 - b. ADES/RSA and ADHS/DBHS will both use existing monitoring standards, whenever possible, when conducting on-site reviews of mutual contracted providers (refer to Attachment A for a full description of the IGA Technical Support and Monitoring process). If unable to use existing monitoring standards, ADES/RSA and ADHS/DBHS will jointly develop monitoring standards and minimum program standards (e.g. array of jobs and settings, relationships with employers, outcomes).
- 11.5 ADES/RSA and ADHS/DBHS will explore and agree to methods for improving programs and outcomes for persons diagnosed with serious mental illness. This includes, but is not limited to:
- a. Statewide Performance Improvement Activities as outlined in the Statewide Annual Vocational and Rehabilitation Services & Provider Network Development Plan and the Annual ADES/RSA and T/RBHA Regional Vocational Plans.
 - b. ADES/RSA and ADHS/DBHS will actively participate in establishing, monitoring and tracking of statewide performance improvement activities to improve the quality and delivery of services through this agreement. During the third quarter of the fiscal year, ADHS/DBHS and ADES/RSA will jointly identify areas to focus on for performance improvement activities. Performance improvement activities will be identified within 90 days of execution of this agreement for the first contract year. Areas will be based on recommendation from the IGA Advisory Committee.
- 11.6 Jointly apply for available Federal grants, when possible.
- 11.7 Engage in other activities and projects which lead to the recovery and employment of individuals diagnosed with serious mental illnesses.
- 11.8 ADES/RSA and ADHS/DBHS have established an advisory committee to this agreement (hereafter referred to as IGA Advisory Committee) that shall meet once each quarter and shall be responsible for the following.
- a. Review of the Statewide Annual Vocational and Rehabilitation Services and Provider Network Development Plan, the Annual ADES/RSA and T/RBHA Regional Vocational Plans and the ADES/RSA Quarterly Report;
 - b. Develop recommendations for the resolution of identified operational issues;
 - c. Review and make recommendations regarding trainings, performance improvement activities and service development projects for all parties involved in serving this target population;
 - d. Forward minutes of the meetings to the ADES/RSA and ADHS/DBHS management;
 - e. Develop subcommittees as necessary.
- 11.9 The IGA advisory committee shall be comprised of, at a minimum, the following members:
- a. ADES/RSA IGA Statewide Project Coordinator and ADHS/DBHS Statewide IGA and Employment Coordinator
 - b. ADES/RSA Program Managers or their designees
 - c. ADHS/DBHS appointed T/RBHA Clinical Representatives
 - d. Persons receiving Vocational Services under this IGA selected to participate based on recommendations from the Project Coordinators and approved by the ADES/RSA and ADHS/DBHS administration
 - e. ADES/RSA and Behavioral Health contracted providers selected to participate based on recommendations from the Project Coordinators and approved by the ADES/RSA and ADHS/DBHS administration
 - f. Other interested parties shall be informed of scheduled meetings and invited to attend as designated by ADES/RSA IGA Statewide Project Coordinator and ADHS/DBHS Statewide IGA and Employment Coordinator.

12.0 REPORTS AND PLANNING DOCUMENTS - DELIVERABLES

- 12.1 ADES/RSA Quarterly Report will be submitted to ADHS/DBHS Employment and Rehabilitation Coordinator and will be submitted to ADHS/DBHS due according to the following schedule:

<u>Due to ADHS/DBHS on:</u>	<u>For the reporting period:</u>
October 15	July 1 through September 30
January 15	October 1 through December 31
April 15	January 1 through March 31
August 15	April 1 through June 30

Intergovernmental Agreement

The Quarterly Reports shall include:

- A. Programmatic data
 1. Number of applicants per Region;
 2. Client acceptance rates per Region;
 3. Cumulative number of clients served per Region;
 4. Median number of days from an ADES/RSA referral to an approved IPE;
 5. Number of persons placed on a waiting list as a result of the Order of Selection;
 6. Number of clients engaged in vocational activities (e.g. work experiences, preparation for work, supported employment, etc.) during the period;
 7. Data for persons successfully employed, including retention of employment, average wage and hours employed
 8. Number of successful closures with ESE plan recommendations;
 9. Number of "reopened" cases and/or served in post-employment status (for persons who were successfully employed and closed)
- B. Network/Service Delivery data
 1. Providers lost and gained that are jointly contracted with ADES/RSA and T/RBHAs, including the name of provider, contracted capacity, counties served, and an analysis of the impact on the sufficiency of the network, as applicable.
 2. Where, as a result of the loss of a provider, service provision or availability is impacted, ADES/RSA and ADHS/DBHS shall develop a plan for addressing the gap and the plan for transitioning persons to appropriate alternate services.
- C. Training data
 1. Trainings provided under this IGA during the quarter including a summary of the training evaluations and number of attendees, as applicable.
 2. List of upcoming trainings to be conducted in the next quarter.
- D. A protocol for developing joint programs/projects shall be developed as funds are available.

12.2 Annual ADES/RSA and T/RBHA Regional Vocational Plan

- A. The ADES/RSA Statewide Coordinator for Behavioral Health and ADHS/DBHS Statewide IGA and Employment Coordinator will be responsible for overseeing the completion of the Annual ADES/RSA and T/RBHA Regional Vocational Plan. The Plan shall be developed by the 15th of June each year by ADES/RSA and T/RBHA staff representing the applicable regions(s).
- B. ADES/RSA and ADHS/DBHS will jointly establish a format that includes, but is not limited to the following:
 - a. Accomplishments toward meeting performance targets and timeliness contained in the Statewide Annual Vocational and Rehabilitation Services and Provider Network Development Plan.
 - b. Strategies and targeted performance improvement activities for the next fiscal year.
 - c. Review of implementation and effectiveness of the Collaborative Protocol jointly developed by DES/RSA and the applicable T/RBHAs.
 - d. Review and analysis of the quarterly administrative and programmatic data generated by ADES/RSA and information related to individuals who were successfully rehabilitated and closed in the ADES/RSA program and who received/are receiving extended supported employment services
 - e. Client satisfaction and complaints information.
 - f. Local training plans and activities. As necessary, a joint-agency task force (including providers and individuals receiving services under this IGA) shall be convened to make recommendations regarding training plans and training activities.
 - g. Program enhancement and/or expansion efforts to be undertaken including co-location, if applicable
 - h. Other activities and projects, which lead to the recovery and employment outcomes of individuals diagnosed with serious mental illnesses
- C. The ADES/RSA and T/RBHA Regional Vocational Plans shall be reviewed bi-annually and a progress report given at the IGA Committee Meeting.

12.3 Statewide Annual Vocational and Rehabilitation Services & Provider Network Development Plan

1. The ADES/RSA Statewide Coordinator for Behavioral Health and ADHS/DBHS Statewide IGA and Employment Coordinators will be responsible for the completion of the Statewide Annual Vocational and Rehabilitation Services & Provider Network Development Plan by the 31st of August each year
2. The plan shall include the following:

Intergovernmental Agreement

- a. Summary of key areas, progress and issues identified through the IGA Committee, the quarterly ADES/RSA Contractor's Quarterly Reports and the ADES/RSA and T/RBHA Regional Vocational Plans.
- b. Agreed upon Statewide performance improvement areas and activities for improving programs and vocational outcomes for persons diagnosed with serious mental illness.
- c. Establishment, monitoring and report on statewide performance improvement activities using the following three levels of performance will be used for performance improvement activities:
 - i. Minimum Performance Standard is the minimally expected level of performance.
 - ii. Goal is a reachable standard for a given performance indicator for the year.
 - iii. Benchmark is the ultimate standard to be achieved
- d. Strategies when the minimum standard for any indicator is not achieved or when an indicator declines to a level below the established minimum performance standard
- e. Training needs and planned activities
- f. Network sufficiency, review of jointly established service development projects and identification of future projects to be proposed.
- g. Unmet service needs/gaps in service.

12.4 Copies of Statewide Annual Vocational and Rehabilitation Services & Provider Network Development Plan including signed copies of the ADES/RSA Region and T/RBHA Regional Vocational Plans (and as applicable any amendments) shall be provided to the ADES/RSA Administrator and ADHS/DBHS Employment and Rehabilitation Coordinator by August 31st of each year.

13.0 FUNDING/BUDGET - NO BUDGET SUBMITTED AT THIS TIME

13.1 ADHS/DBHS agrees to transfer to ADES/RSA 21.3 % of the annual budget in non-Federal funds for the purpose of matching Federal basic support grant dollars to create funds for the service provision under this agreement. ADHS/DBHS will advance the funds to the ADES/RSA on a quarterly basis. The ADES/RSA agrees to request funds from ADHS/DBHS thirty (30) days prior to the beginning of the quarter. The ADHS/DBHS will initiate a transfer document to ADES/RSA for each quarter.

13.2 In order to carry out the activities under this agreement, ADES/RSA shall submit an annual budget to ADHS/DBHS that lists the number of funded FTEs by each of the agreed on service delivery areas in the following categories:

- a. Vocational Rehabilitation Counselors,
- b. Field Support staff (such as rehabilitation technicians, purchasing and payment technicians, clerical support)
- c. Central Office Administration and ADES/RSA Regional staff supported under this agreement
- d. Purchase of VR services for clients being served under this program;

13.3 Any unearned or unused ADHS/DBHS funds that have been advanced to ADES/RSA and remain in its possession at the end of each year shall be carried forward to the following year to be used for programs/projects jointly developed and approved by ADHS/DBHS and ADES/RSA. A protocol for developing joint programs/projects shall be developed as funds are available.

13.4 Substantial changes to the budget shall be reviewed and approved by both ADHS/DBHS and the ADES/RSA administration before implementation. Whenever there is a 10% increase in any budget category, any such increase must be offset by an equal value decrease in another category. Any modification to the budget more than 10% shall be considered substantial and a written amendment to this agreement is necessary except in situations where funding is transferred from one district to another for client services. In this situation, a written notification is sufficient.

13.5 Both parties agree that the ADES/RSA Statewide Coordinator for Behavioral Health and ADHS/DBHS Statewide IGA and Employment Coordinator positions shall be funded under this agreement and shall be responsible for the duties and responsibilities as outlined in jointly developed job description/scope of work.

13.6 ADES/RSA agrees to reimburse ADHS/DBHS on a quarterly basis for the ADHS/DBHS Statewide IGA and Employment Coordinator position funded under this agreement. The agreed upon ADHS/DBHS budget is included as an attachment to this agreement.

13.7 The transfer of funds from ADES/RSA to ADHS/DBHS shall be as follows:

Intergovernmental Agreement

1. ADHS/DBHS shall submit to ADES/RSA, within fifteen (15) days following the end of each quarter, a quarterly invoice of expenditures which specifies actual expenditures incurred in the following budget categories: Personnel, Employee Related Expenditures, Professional & Outside Services, Equipment, Travel, Other Operating Expenses, IT Direct & Indirect charges along with the Companion Transaction Entry/Transfer Document (GAO-614).
2. ADES/RSA shall submit within ten (10) days after receipt of the transfer document from ADHS/DBHS the funds due under this agreement.

14.0 OTHER

- 14.1 ADHS/DBHS has made reasonable efforts to enter into a Business Associate Agreement with ADES/RSA for disclosure of mutual client and potential information, including protected health information. However, ADHS/DBHS and ADES/RSA have not entered into a business Associate Agreement because ADES/RSA will not be able to meet all the requirements in the Business Associate Agreement. 45 CFR 164.504(e)(3)(ii) authorizes a governmental entity that is a covered entity (ADHS/DBHS) to disclose protected health information without a Business Associate Agreement to another governmental entity that is required by law to perform a function or activity on behalf of a covered entity or to provide a service described in the definition of business associate in 45 CFR 160.103 (ADES/RSA). 45 CFR 164.512 (a) authorizes disclosure by a covered entity (ADHS/DBHS) as required by law. The *Arnold v. Sarn* Joint Stipulation on Exit Criteria and Disengagement legally mandates ADHS/DBHS to make reasonable efforts to ensure that adequate supported employment and other appropriate vocational services for class members are funded and provided through ADES/RSA. ARS §36-503.02 (C) requires ADHS/DBHS to use funding reserved for individuals with Serious Mental Illness to provide vocational rehabilitation and other support services. ARS §36-3407 (6) requires ADHS/DBHS to contract for the provision of vocational rehabilitation services. Therefore, ADHS/DBHS, T/RBHAs, and T/RBHA providers may share verbal and written information with ADES/RSA regarding clients who are receiving Vocational Rehabilitation services as well as those clients who might be referred to the Vocational Rehabilitation program at a later date. This may include but is not limited to providing consumer referral packets, joint chart audits, and participation in clinical team staffings. The protected health information to be disclosed will be the minimum necessary to meet the legal mandate as implemented by the IGA. ADES/RSA and ADHS/DBHS shall comply with the provisions of the Arizona Administrative Code R6-4-405 for sharing client information with other agencies, individuals, or employers.
- 14.2 ADES/RSA will ensure protection of information disclosed to ADES/RSA by:
- 14.2.1 Maintaining confidentiality of Protected Health information (PHI);
 - 14.2.2 Using or disclosing the PHI only as required by law or for the purpose for which the PHI was disclosed to the person.
 - 14.2.3 Notifying ADHS/DBHS when the person becomes aware that PHI confidentiality has been breached;
 - 14.2.4 Ensuring that all records containing PHI created by contractor, from or on behalf of the ADES/RSA will be retained for six years from the date of creation or the date when it was last in effect, whichever is later.
- 14.3 Disclosure from ADES/RSA to ADHS/DBHS will be the minimum necessary as needed for the purposes of this agreement, this may include:
- Name and Current Contact Information
- Date of Birth
 - Social Security Number
 - ADES/RSA Eligibility determination
 - ADES/RSA Order of Selection determination
 - Assessment documents
 - Psychological and vocational planning information, current
 - Individualized Plan for Employment, current
 - Progress reports, current
 - ADES/RSA staff information, current
 - Other information to the extent required to meet the purposes of this agreement
- 14.4 Disclosure from ADHS/DBHS to ADES/RSA will be the minimum necessary, as needed, for the purposes of this agreement.
- a. For TITLE XIX enrolled clients, the referral packet should include:
 - SMI Determination / 2nd Level Review
 - Annual Assessment (Part E)

Intergovernmental Agreement

- Individual Service Plan
 - Individual Service Plan Review/Update
 - Progress Notes
 - Medication Flow Sheet
 - Psychiatric Evaluation
 - Any relevant Vocational Assessment
 - Copy of driver's license / State issued I D. / Social Security Card
 - SSA Award Letter
 - Other information to the extent required to meet the purposes of this agreement
- b. For individuals not enrolled in TITLE XIX, the point of contact for ADES/RSA to request a referral packet from ADHS/DBHS is the Acute Health Plan Provider Coordinator (AHPPC), or their designee. The AHPPC is accountable to determine the method that will result in the most efficient referral process, per T/RBHA. The referral packet should include:
- Initial Assessment, including SMI Determination
 - Psychiatric Progress Notes
 - Any other pertinent information, based upon availability of such information, to assist in making an expedited eligibility decision

Intergovernmental Agreement

TERMS AND CONDITIONS

- 1.0 **AGREEMENT TERM.** The term of this agreement shall begin January 1, 2007 and shall terminate on December 31, 2007 subject to the termination provisions contained herein.
- 2.0 **AMENDMENTS** This Contract is issued under the authority of the Authorized Signatories who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Authorized Signatory in writing or made unilaterally by either party are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and neither party shall be entitled to any claim under this Contract based on those changes.
- 3.0 **ARBITRATION.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).
- 4.0 **ASSIGNMENT OF DELEGATION**
Neither party may assign any rights hereunder without the express, written prior consent of both parties.
- 5.0 **AUDIT.** Pursuant to A.R.S. §35-214, at any time during the term of this Contract and five (5) years thereafter, books and records of both parties may be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 5.1 All books, accounts, reports, files and other records related to this agreement shall be kept for five (5) years after termination of this agreement, and shall be subject at all times to inspection and audit by either party. Such records shall be produced at the Auditor General's Office or at the requesting party's principal office within a reasonable time after their request.
- 6.0 **AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of either ADHS or ADES for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 7.0 **AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.** Should the State Legislature enter back into session and reduce the appropriations for any reason or if a lack of revenue reduces available funding for these goods or services, ADHS and/or ADES may take any of the following actions: a) Accept a decrease in services and or prices offered by the other party; or b) Cancel the contract.
- 8.0 **DISPUTES.** ADES/RSA and ADHS/DBHS will develop a Dispute Resolution Protocol and work actively in the resolution of system problems identified during the implementation of this agreement. In the event of any dispute, the Resolution Team consisting of the ADES/RSA Administrator, ADES/RSA Statewide Coordinator for Behavioral Health, ADHS/DBHS Employment and Rehabilitation Coordinator and the ADHS/DBHS Statewide IGA will immediately attempt to resolve the dispute prior to taking formal action.
- 9.0 **CANCELLATION FOR CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-511, ADES/RSA and ADHS/DBHS may cancel this Contract without penalty or further obligation if any person significantly involved initiating, negotiating, securing, drafting or creating the Contract on behalf of either party is or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice of the cancellation is received unless the notice specifies a later time. This is a duplicate of 23.0 and is not necessary.

Intergovernmental Agreement

10.0 COMPLIANCE WITH NON-DISCRIMINATION LAWS

10 1 The parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and A.R.S §41-1461 and State Executive Order 2009-09 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.

10 2 The parties shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492 et seq.), which prohibit discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment, of qualified persons.

11.0 **CONFIDENTIALITY.** ADES and ADHS shall comply with the provisions of Arizona Administrative Code R6-4-405, as it pertains to sharing client information with other agencies, individuals, or employers.

12.0 **FEDERAL IMMIGRATION AND NATIONALITY ACT.** By entering into the Contract, both parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Both parties shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. Both parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS GOV. The State may request verification of compliance for any party or its subcontractor performing work under the Contract. Should the State suspect or find that the a party or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment

13.0 GOVERNING LAW

This Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code

14.0 INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, each party shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 a contractor of either party 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 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.

Insurance Requirements for Governmental Parties to an IGA:

None.

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

Intergovernmental Agreement

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.

A **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities 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)

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

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

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by 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.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

Intergovernmental Agreement

- b This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A R S 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

15.0 INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this agreement be held to be invalid or void, the remainder of the agreement shall remain in full force and effect and shall be binding upon the parties.

16.0 **IT 508 COMPLIANCE.** Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 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.

17.0 LIABILITY

Neither party shall be liable for any purchase and/or contracts entered into by the other party in the execution of this agreement.

18.0 NOTICES

Notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as indicated in the Contact Information section of this document.

19.0 **OFFSHORE PERFORMANCE OF WORK PROHIBITED.** Due to security and identity protection concerns, direct services under this contract 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 contract. This provision applies to work performed by subcontractors at all tiers.

20.0 PERSONAL USE OF CONTRACTS:

State employees and public officers shall not be permitted to purchase materials or services under this Contract for their own personal or business use unless authorized in writing by the Director of the Arizona Department of Administration, pursuant to A A C R2-7-204

21.0 USE OF FUNDS

Non-Federal funds to be transferred shall be used to accomplish the purpose of this

22.0 TERMINATION

22.1 Termination upon Mutual Agreement. This Contract may be terminated by mutual written agreement of the parties effective upon the date specified in the written agreement

Intergovernmental Agreement

- 22.2 Termination for Convenience: The State reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The Cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 22.3 Termination for Default.
- a. In addition to the rights reserved in the Uniform Terms and Conditions, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - b. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 - c. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
 - d. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.