

**INTERAGENCY AGREEMENT**  
**Agreement No. 20180214**

between

**OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION**

Old Capitol Building, P.O. Box 47200  
Olympia, WA 98504-7200

and

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES**  
**DIVISION OF VOCATIONAL REHABILITATION**

Physical:

4565 7th Avenue SE  
Lacey, WA 98503

Mailing:

P.O. Box 45340  
Olympia, WA 98504-5340

and

**WASHINGTON STATE DEPARTMENT OF SERVICES FOR THE BLIND**

3411 South Alaska Street  
Seattle, WA 98118

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

**PURPOSE OF THIS AGREEMENT**

This Agreement is necessary for the successful implementation and operation of clarifying roles and responsibilities of each partner agency in coordinating activities that promote successful secondary transitions for students with disabilities.

OSPI, DVR, and DSB are responsible to promote the required provision of secondary transition services to students who are eligible for special education services under the Individuals with Disabilities Education Act (IDEA), are receiving 504 services per the Rehabilitation Act of 1973, as amended, or who have documented disabilities.

The Rehab Act of 1973 was amended and incorporated into Title IV of the 2014 Workforce Innovation and Opportunity Act (WIOA), under which DVR and DSB are mandated to provide, and/or ensure the provision, of pre-employment transition and transition services for students with disabilities who are potentially-eligible and/or eligible for vocational rehabilitation services. Pre-employment transition services (career exploration) and transition services (for VR-eligible students preparing to engage in post-secondary career-related education, training and/or employment activities) are frequently provided in concert with education, and this agreement will serve as a basis for Vocational Rehabilitation (VR) and Local Education Agency (LEA)

collaboration in planning and provision of those services.

This Program Agreement satisfies the requirement for DSB and DVR to have an Interagency Agreement with the State Educational Agency (SEA).

## **THEREFORE, IT IS MUTUALLY AGREED THAT:**

### **DEFINITIONS**

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

**Competitive and Integrated Employment:** The concept of competitive and integrated employment is key to the goals of vocational rehabilitation services under WIOA. The vocational rehabilitation employment goal, and outcome, need to meet the criteria of both competitive and integrated:

- Competitive employment means work that is performed on a full- or part-time basis (including self-employment) and for which an individual is compensated at a rate that is not less than the local minimum wage or the customary wage paid for the same or similar work
- Integrated employment means work that is at a location typically found in the community where the work allows an employee with a disability to interact with others who are not individuals with disabilities to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons
- Competitive and integrated employment also presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions

**IDEA:** means the Individuals with Disabilities Education Act of 2004.

**Individualized Education Program:** or IEP means a written statement of an educational program developed to address the educational annual goals and related services for a student. IEPs are developed annually, at minimum. When invited with parental/guardian consent, the role of VR staff among the IEP team is to ensure that required skills and training are addressed and provided for within the IEP that ensure readiness for the student's transition to post-secondary education training and/or employment.

**Individualized Plan for Employment:** or IPE, is a written agreement that documents important decisions made between the customer and a vocational rehabilitation counselor concerning the customer's path to employment, including responsibilities agreed upon by the department and the customer, and the vocational rehabilitation services to be provided. The individualized plan for employment shall be designed to achieve the employment outcome of the customer consistent with the unique interests, strengths, resources, priorities, concerns, abilities, and capabilities of the individual. The employment goal shall entail placement in a competitive and integrated setting.

**Pre-Employment Transition Services:** are career exploration services for all students with disabilities under WIOA, and include:

- (i) Job exploration counseling;
- (ii) Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including

- internships), that is provided in an integrated environment in the community to the maximum extent possible;
- (iii) Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education;
  - (iv) Workplace readiness training to develop social skills and independent living; and
  - (v) Instruction in self-advocacy (including instruction in person-centered planning), which may include peer mentoring (including peer mentoring from individuals with disabilities working in competitive integrated employment).

Pre-employment transition services are distinguished from transition services in that they are more general and exploratory and may be provided to individuals who are potentially eligible for VR services. Transition services are specific, individualized, and planned services for eligible VR participants.

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

**Student:** The term “student” has many meanings among the signatories. For purposes of vocational rehabilitation services defined by the WIOA, a student means an individual with disability(ies) who is enrolled in an educational program, including post-secondary education programs, and is younger than age 22. The definition is also inclusive of secondary students who are homeschooled and students in other non-traditional secondary educational programs. DSB provides pre-employment transition services to potentially-eligible students with visual disabilities as early as transition services are necessary (as early as age 9). Individualized VR services are provided to youth with visual disabilities starting age 14. DVR provides pre-employment transition services to potentially DVR-eligible and DVR-eligible students beginning with the first IEP to be in effect when a student turns 16, or younger if determined appropriate by the IEP team.

**Transition services** are a coordinated set of activities for eligible individuals with disabilities, designed within an outcome-oriented process that promotes successful movement from school to post-school activities, including postsecondary education, vocational training, competitive and integrated employment, supported employment, continuing and adult education, adult services, independent living, and/or community participation.

- Transition services are based upon the individual student's or youth's needs, taking into account the student's or youth's preferences and interests, and;
- Includes instruction, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation;
- Promotes or facilitates the achievement of the employment outcome identified in the student's or youth's individualized plan for employment; and
- Includes outreach to and engagement of the parents, or, as appropriate, the representative of such a student or youth with a disability.

Transition services are distinguished from pre-employment transition services in that they are specific, individualized, and planned services for eligible VR participants. Pre-employment transition services are more general and exploratory, and may be provided to individuals who are potentially eligible for VR services.

**Vocational Rehabilitation** or VR is a set of services designed to empower people with disabilities to achieve a greater quality of life by obtaining and maintaining employment. Services are authorized by the Rehabilitation Act of 1973, as amended by WIOA. Both DVR and DSB provide vocational rehabilitation, or VR, services.

**VR staff:** The term “VR staff” broadly includes both DVR and DSB staff.

**Workforce Innovation and Opportunity Act of 2014**, or WIOA, is the federal legislation that reauthorized and amended the Rehabilitation Act of 1973, and brought closer collaboration among all federally funded workforce delivery services. Title IV of WIOA guides the provision of vocational rehabilitation services to individuals with disabilities.

### **STATEMENT OF WORK**

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

The State agency partners to this agreement will:

- Disseminate this agreement to Local Education Agencies (LEAs) including special education directors and 504 coordinators, and to VR staff, and encourage further dissemination to school counselors and principals.
- Promote outreach to identify potentially eligible students as early as possible, including students who are receiving special education services (who have an IEP), students receiving Section 504 accommodations, aids, and services (who have a 504 Plan), and students who have otherwise documented disabilities and may benefit from pre-employment transition services and/or transition services.
- Communicate regularly among state and local entities to identify and address gaps in services.
- Explore and identify the transition needs of students with disabilities at risk of drop-out or who have a history of incarceration, and integrate supports into existing state initiatives as applicable.
- Support eligible students with disabilities to engage with the broadest transition team possible, and encourage LEAs to provide early invitations to VR staff for IEP consultation and technical assistance.
- Promote individualized and student-centered planning, with post-secondary goals consistent with student interests, strengths, preferences, resources, priorities, concerns, abilities, and informed choice.
- Promote transition planning between LEAs and VR to ensure seamless and coordinated services for students.
- Share training materials developed by the agencies or their agents and extend invitations to trainings using these materials to LEAs and VR staff.
- Collaborate to identify and implement high quality pre-employment transition and transition services.
- Collaborate to notify LEAs of their responsibilities to youth with disabilities who are known to be seeking employment that pays less than the federal subminimum wage, per 34 CFR Part 397, Limitations on Use of Subminimum Wage. This includes jointly developing a process that documents implementation of required activities by youth with disabilities who are known to be seeking employment at subminimum wage.
- Invite partner agencies to statewide meetings as needed for cross training or education.

- Review this agreement annually to determine if modifications are needed.

### **OSPI Responsibilities**

- Monitor LEAs for compliance with the IDEA 2004 requirements.
- Provide technical assistance to LEAs to highlight the LEA's obligation to work with students and their families to develop appropriate IEPs, to include transition services individualized to each student based on transition assessment. Technical assistance will include delivering IEP training at LEA directors' regional meetings and via training modules located on the OSPI's website.
- Encourage LEAs to identify for VR staff a point of contact within the district, including district staff that coordinate 504 planning.
- Encourage LEAs to identify a point of contact within the district to facilitate on-campus meeting spaces for VR staff to meet with students and staff during scheduled visits.
- Widely distribute the contact information of the VR staff assigned to a local school or region, and post links to contact information on the OSPI website.
- Invite VR staff to participate and engage in secondary transition planning meetings as appropriate to promote inter-agency collaboration.
- Participate or delegate participation upon the DSB and DVR State Rehabilitation Councils and relevant subcommittees.
- Invite the DVR Director and/or DSB Director to participate on the Special Education Advisory Council (SEAC).
- Identify and prioritize statewide and regional issues that adversely impact student transition planning needs.

### **DVR/DSB Responsibilities**

- Inform and provide technical assistance regarding this document to VR staff.
- Support VR staff in provision of technical assistance and encourage collaborative efforts among VR staff and LEAs around the provision of pre-employment transition and/or transition services to potentially-eligible or eligible students.
- Provide or arrange for the provision of pre-employment transition and/or transition services to students with transition IEPs, 504 Plans, or documented disabilities in collaboration with LEAs.
- Collaborate with LEAs to conduct outreach in cooperation with LEA personnel to identify potentially-eligible and/or eligible students who are in need of pre-employment transition and general transition services. Outreach includes information about the range of available VR services, including pre-employment and transition services.
- Collaborate with OSPI to receive input on revisions to DVR and/or DSB policy and procedure manuals related to high school transition.
- Develop and approve individualized plans for employment (IPE) as early as possible during the transition planning process, and ensure IPEs are closely aligned with student IEPs and other educational transition planning. Develop IPEs for VR-eligible 504-identified students, as well as eligible students with documented disabilities.
- Implement VR responsibilities for serving youth with disabilities who are seeking employment at subminimum wage, per 34 CFR Part 397, Limitations on Use of Subminimum Wage.
- Participate or delegate participation on the OSPI Special Education Advisory Council.

### **Service Delivery/Financial Responsibility**

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

(2) The primary services provided by VR staff while a student is in secondary school include outreach, pre-employment transition services, information and referral, and counseling and guidance to plan for post- school services and activities.

a.) Pre-Employment Transition Services are typically provided in collaboration with LEAs. If an LEA is providing any or all of the five required pre-employment transition services, DVR and DSB may not financially replace the services the LEA is already providing. The local LEA and VR staff are encouraged to work together to determine which pre-employment transition services are currently provided by LEAs, and which pre-employment transition services may be provided by DVR and/or DSB.

b.) There is no cost to the LEA or the student or parent/guardian for outreach, information and referral, or counseling and guidance provided by VR staff related to IEP and/or 504 consultation and planning. While the student is in secondary school, VR is only authorized to pay for transition or accommodation services that are outside the scope of services available to students under their respective IEP or 504 plans.

c.) VR staff authorize and pay for any services needed to establish a student's eligibility for VR services, including assessment as appropriate for age and disability. VR staff develop an IPE with each eligible student, at a time that VR staff, the student and parent/guardian determine appropriate, to ensure services and supports are in place as the student leaves secondary school and begins post- secondary activities. Services provided under a VR IPE are coordinated with the services included on the IEP or 504 plans. Services on the IPE that are the responsibility of the LEA are identified as comparable services and benefits.

(3) The criteria for determining financial responsibility is best discovered through collaborative discussions with the relevant entities regarding:

- a. Student eligibility for services;
- b. The purpose of the transition service (is the purpose primarily education or employment); and
- c. Customary transition services provided by each entity.

### **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on October 1, 2017, regardless of date of execution, whichever is later, and be completed on September 30, 2020, unless terminated sooner as provided herein.

## **PAYMENT**

This is a non-financial Agreement. In no event shall either party seek compensation for work performed under this Agreement.

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

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

## **ASSIGNMENT**

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

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The OSPI, DVR, and DSB certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. OSPI, DVR, and DSB further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. OSPI, DVR, and DSB may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration, and Washington State vendor debarment list.

## **CONTRACT MANAGEMENT**

The following shall be the contact person for all communications regarding the performance of this Agreement.

<b>Contract Manager for OSPI</b>	<b>Contract Manager for DVR</b>
Valerie Arnold Program Supervisor Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200  Phone: (360) 725-6075 Fax: (360) 586-0247 Email: Valerie.Arnold@k12.wa.us	Esther Bennett Chief of Field Services Division of Vocational Rehabilitation P.O. Box 45340 Olympia, WA 98504-5340 Phone: (360) 725-3646 Fax: (360) 438-8007 Email: bennee@dshs.wa.gov

<b>Contract Manager for DSB</b>
Michael MacKillop Deputy Director 3411 South Alaska Street Seattle, WA 98118 Phone: (206) 906-5520 Fax: (206) 721-4103 Email: michael.mackillop@dsb.wa.gov

## **CREATIVE COMMONS ATTRIBUTION LICENSE**

DVR and DSB understands that, except where otherwise agreed to in writing or approved by OSPI or the Contract Manager, all original works of authorship produced under this Agreement shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials OSPI, DVR, and DSB have adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under this Agreement, but that incorporate pre-existing materials not produced under this Agreement, OSPI, DVR, and DSB will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If OSPI, DVR, and DSB would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

OSPI, DVR, and DSB warrants and represents that OSPI, DVR, and DSB has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

## **DISPUTES BETWEEN OSPI, DVR, AND DSB**

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

## **DISPUTES BETWEEN DVR, DSB AND LEAs**

DVR and DSB encourage coordination and problem solving at the lowest possible level. To this end, DVR, DSB and the LEAs are encouraged to address issues of coordination, service, and reimbursement at the local level. If an LEA and DVR or DSB cannot resolve an issue at this level, while recognizing LEAs are not parties to this Program Agreement, DVR and DSB agree that the LEA can request intervention from OSPI, DVR and/or DSB to provide assistance in resolving the dispute. A written request for intervention shall be made to OSPI's Special Education Director or his or her designee and the applicable DSHS Program Manager or his or her designee. If the matter is not resolved at this level, the dispute will be resolved using the process outlined above.



## **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

- Applicable state and federal statutes and rules
- Statement of work
- Any other provisions of the Agreement, including materials incorporated by reference.

## **INDEPENDENT CAPACITY**

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

## **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

## **RIGHTS IN DATA**

Copyright in all material created by OSPI, DVR, and DSB as part of this Agreement shall be the property of the State of Washington. OSPI and DVR and DSB may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which DVR and DSB provides and uses to

perform this Agreement but which is not created for OSPI shall be owned by DVR and DSB or such other party as determined by Copyright Law and/or DVR and DSB's internal policies; however, for any such materials, DVR and DSB hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to OSPI to use the material for OSPI internal purposes.

#### **SEVERABILITY**

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

#### **TERMINATION**

Either party may terminate this Agreement upon thirty (30) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

#### **TERMINATION DUE TO FUNDING LIMITATIONS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, OSPI may, without advance notice and without liability for damages, terminate this Agreement by providing written notice to DVR and DSB. The termination shall be effective on the date specified in the termination notice.

#### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **WAIVER**

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

**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

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

DMK Turner DVR Key Contract Coord.

Signature

Title

Superintendent of Public Instruction  
State of Washington

Kyla L. Moore  
Kyla L. Moore, Assistant Contracts Administrator

Dani Kotas-Turner 1/10/2018

Print Name

Date

January 2, 2018

Date

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

Approved as to FORM ONLY  
by the Assistant Attorney General

Washington State Department of Services  
for the Blind

[Signature] Deputy Director

Signature

Title

MICHAEL MACKINOP 12-17-2017

Print Name

Date

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