



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERAGENCY SERVICE AGREEMENT (ISA)

Contract between the Arizona Department of Economic Security ("ADES") and the Arizona Health Care Cost Containment System ("AHCCS" or "Contractor").

WHEREAS, A.R.S. §35-148 (A) authorizes a State Agency to provide for reimbursement for services performed or to advance funds to another State Agency for services to be performed pursuant to an Interagency Service Agreement and (B) authorizes such funds to be credited to the appropriation account of the agency performing the services for use by such agency;

THEREFORE, it is agreed that ADES and the Contractor shall abide by all the terms and conditions of this agreement.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM

Procurement Officer Signature

Signature

~~Kim Grantham~~ Pam Giroux

Printed Name

Deputy Chief Procurement Officer
Procurement Manager

Title

M. Hulley
Meggan Harley

Acting Chief Procurement Officer

Date

Date

6/30/16

6/28/2016

DS16-003088

ADES Contract Number

Contract Number

BH 16-0024

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.

1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PARTIES

2.1 This Interagency Service Agreement (ISA) between ADES, Rehabilitation Services Administration (RSA) and AHCCCS is a third party cooperative arrangement, as defined by the Rehabilitation Act of 1973, as amended, and its implementing Regulations 34 CFR 361.28, for providing enhanced and structured vocational rehabilitation (VR) services to individuals determined to have a serious mental illness (SMI) (hereafter referred to as "mutual clients").

2.2 RSA is the administration within ADES that provide Vocational Rehabilitation (VR) services to individuals with various disabilities to assist them in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

2.3
2.4 AHCCCS provides behavioral health services to individuals determined to have a SMI through Regional Behavioral Health Authorities (RBHAs), which provide behavioral health services to individuals who are determined to have a SMI and who are both TITLE XIX and Non-Title XIX enrolled clients (see the Covered Behavioral Health Services Guide at <http://www.azahcccs.gov/Shared/BehavioralHealthServicesGuide.html> for description of specific services).

3.0 TERM OF AGREEMENT

3.1 TERM

The term of this Agreement shall have an effective date of July 01, 2016 and shall end on June 30, 2021, unless otherwise agreed upon by both parties in writing.

3.2. EXTENSION

This Agreement may be extended through a written amendment by mutual agreement of the Parties.

3.3. TERMINATION

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

3.3.2 Each Party shall have the right to terminate this Agreement by hand-delivering to the other Party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective Parties.

4.2 Either Party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

- 1 Change of telephone number.
- 2 Change in authorized signatory.
- 3 Change in the name and/or address of the person to whom notices are to be sent.

5.0 DEFINITIONS

None

6.0 PURPOSE OF AGREEMENT

6.1 Background: Service delivery is dependent upon a philosophy, within both the mental health and vocational rehabilitation systems, that work and economic self-sufficiency are integral parts of recovery and planning for individuals determined to have a SMI, and that meaningful work provides opportunities for their integration into community and reduces the need for expensive mental health interventions.

6.2 The purposes of this Agreement are to:

6.2.1 Enhance the ability of the target population to take their rightful places as participating members of the workforce and in their communities by increasing the number of successfully employed mutual clients who are satisfied with their vocational roles and environments.

6.2.2 Enhance program delivery methods and provide customized employment services to mutual clients by:

- a. Expanding and providing a continuum of services when transitioning from prevocational services to vocational services. Through service coordination between ADES/RSA and AHCCCS, a structured statewide referral process will be implemented to ensure the quickest and highest level of care provided to mutual clients, while adhering to evidence-based practice.
- b. Training RSA staff to become specialized in the aspects of serious mental illness to effectively serve mutual clients.
- c. Determining RSA eligibility as soon as possible, with the best practice of Eligibility Determination occurring within 30 days of a signed VR Application.
- d. Ensuring coordination, cooperation and collaboration efforts between AHCCCS and ADES/RSA through a coordinator position established by each agency.
- e. Serving as a framework for bringing together the resources of two systems, building upon existing efforts and facilitating a broad spectrum of joint State and local initiatives.

6.2.3 Achieve 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.

6.2.4 Provide procedures for coordination of services, conditions, terms, and interagency dispute resolution.

7.0 MANNER OF FINANCING

7.1 Both Parties agree to fund the service provision under this Agreement as follows:

7.1.1 The Contractor shall transfer to ADES/RSA, in non-Federal dollars, twenty-one and three tenths percent (21.3%) of the total estimated cost stated in the Annual Budget (Attachment 2). This amount represents the AHCCCS funding contribution for the service provision under this Agreement.

7.1.2 ADES/RSA will use these funds to generate Federal Basic Support grant dollars for the purpose of funding ADES/RSA personnel and other costs for the provision of VR program and fulfillment of its responsibilities under this Agreement.

7.2 An Annual Budget shall be mutually agreed upon by both Parties and added to this agreement. Any modifications to this document shall be:

7.2.2 Consistent with the goals of this Agreement, and

7.2.3 Reviewed and approved by both parties and included as an amendment to this Agreement. An amendment is not necessary whenever there is an increase of less than 10% in any budget category, and if the increase is offset by an equal value decrease in another budget category or categories.

7.3 ADES/RSA will submit an annual budget to AHCCCS that lists the number of funded FTEs by each of the agreed on service delivery areas in the following categories

7.3.2 Vocational Rehabilitation Counselors;

7.3.3 Field Support staff (such as rehabilitation technicians, purchasing and payment technicians, clerical support);

7.3.4 Central Office Administration, ADES/RSA Regional staff and AHCCCS Statewide Employment Administrator supported under this agreement; and

7.3.5 Purchase of VR services for clients being served under this program.

8.0 SERVICE DESCRIPTION

8.1 Joint and coordinated service delivery will be accomplished through:

8.1.1 Service provision to mutual clients in the most integrated setting possible to meet their vocational needs and integration in the community.

- 8.1.2 A continuum of service delivery when transitioning mutual clients within both service systems (e.g. prevocational services to vocational services, job placement services to extended supported employment services, etc.) as follows:
- a. AHCCCS, through RBHAs, have clinical program sites. Clinical Team/Recovery Team members (e.g. Case Manager, Peer/Family Mentor, Psychiatrist/Nurse Practitioner, Rehabilitation Specialist, Nurse, Behavioral Health Service Providers, etc.) will develop and oversee Individualized Service Plans (ISP). ADES/RSA staff will be involved in ISP development.
 - b. An RSA staff (e.g. VR Counselor, Unit Supervisor, and/or Rehabilitation Technician) will be assigned to each RBHA clinical program site.
 1. The assigned RSA staff shall participate at the highest level possible at the assigned clinical program site, but at a minimum of one time per month as a member of the clinical/recovery team, or upon request. Additionally, the RSA staff will provide orientation of VR services at the assigned clinical program site at a minimum of one time per month. RSA staff may also provide VR services at a local VR office, or at an alternative community location that best meets the needs of the client.
 2. RSA staff is responsible for eligibility determination, development of an Individualized Plan for Employment (IPE) as well as the provision of those VR services that will assist clients in achieving their vocational goals.
 3. AHCCCS in coordination with the Regional Behavioral Health Authorities (RBHAs) will provide functional workspace for ADES/RSA staff to carry out the service objectives. Functional workspace includes access to a confidential area, with a desk, chairs and a phone, for RSA staff to meet with clients. Computers and internet access may be provided where available.
- 8.1.3 Advocacy through joint efforts to advocate for and link mutual clients 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.

8.2 Clients served through this Agreement shall be eligible for any and all services that they may otherwise receive from ADES/RSA and AHCCCS without this Agreement.

9.0 RESPONSIBILITIES

ADES/RSA and AHCCCS agree to the following responsibilities:

9.1 **JOINT RESPONSIBILITIES.** Both parties will:

9.1.1 Provide training and technical assistance related to vocational programming as follows:

- a. The AHCCCS Statewide Employment Administrator and the ADES/RSA Statewide Coordinator for Behavioral Health will identify a list of trainings to be offered annually in conjunction with the RBHAs.
- b. Training and technical assistance will be available to ADES/RSA and RBHA clinical staff who provide direct client services. Depending on training topics and availability of training staff, training may also be available to the following target groups:
 1. Community rehabilitation program staff and contracted providers,
 2. Persons receiving services, family members and advocates.

9.1.2 Provide technical assistance to each other in areas specific to roles, contracting and understanding of processes, policies and regulations.

9.1.3 If funds become available and upon agreement by both parties:

- a. 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 only if direct client services are covered and there are remaining funds.
- b. Establish a joint review and approval timeframe and process for funding proposals for development to ensure that projects funds are dispersed within 120 days of availability.

9.1.4 Participate jointly in Program Review and Quality Improvement processes as follows:

- a. ADES/RSA, AHCCCS and the RBHAs shall conduct agency-specific annual case file reviews, as well as conducting interviews with mutual clients, RBHA employment staff and RSA staff, to determine the quality of employment services being provided to mutual clients. After the annual reviews are completed, each RBHA will develop a formal report that includes strengths, areas for growth, agency chart reviews, RSA chart reviews, and recommendations. This formal report will be submitted to the AHCCCS Statewide Employment Administrator and the ADES/RSA Statewide Coordinator for Behavioral Health within thirty (30) days following completion of the reviews, and will be reviewed by site/agency leadership and RSA leadership.

- b. ADES/RSA and AHCCCS develop a monitoring instrument with minimum program standards to use for the program review. This instrument may include existing monitoring instruments or incorporate existing agency-specific monitoring information if available.
- 9.1.5 Explore and agree to methods for improving programs and outcomes for persons determined to have serious mental illness in the following areas:
 - a. Statewide Performance Improvement Activities as outlined in the regional Quarterly Rehabilitation Psychiatric Progress Reports and Employment Initiatives in the regional Adult System of Care Plans.
 - b. ADES/RSA and AHCCCS will actively participate in establishing, monitoring and tracking of statewide performance improvement activities to improve the quality and delivery of services through this agreement.
- 9.1.6 Jointly apply for available Federal grants, when possible.
- 9.1.7 Engage in other activities and projects that lead to the recovery and employment of individuals determined to have serious mental illnesses.
- 9.1.8 Coordinate activities of the previously established Advisory Committee as follows:
 - a. The committee shall consist of, at a minimum, the following members:
 1. AHCCCS Statewide Employment Administrator and ADES/RSA Statewide Behavioral Health Coordinator ;
 2. ADES/RSA Program Managers or their designees;
 3. AHCCCS appointed RBHA Clinical Representatives;
 4. Mutual clients receiving services under this Agreement selected to participate based on recommendations from AHCCCS Statewide Employment Administrator and ADES/RSA Statewide Behavioral Health Coordinator and approved by the ADES/RSA and AHCCCS administration;
 5. ADES/RSA and AHCCCS contracted providers selected to participate based on recommendations from AHCCCS Statewide Employment Administrator and ADES/RSA Statewide Behavioral Health Coordinator and approved by the ADES/RSA and AHCCCS administration; and
 6. Other interested parties will be informed of scheduled meetings and invited to attend as designated by AHCCCS Statewide Employment Administrator and ADES/RSA Statewide Behavioral Health Coordinator, such as Tribal RBHAs and other communities.
 - b. Organize meetings twice per year as follows:
 1. Review of AHCCCS and ADES/RSA Quarterly Reports;
 2. Develop recommendations for the resolution of identified operational issues;
 3. Review and make recommendations for all parties involved in serving this target population regarding trainings, performance improvement activities, and service development projects;
 4. Forward minutes of the meetings to ADES/RSA and AHCCCS management;
 5. Develop subcommittees as necessary.

9.2 ADHS/DBHS RESPONSIBILITIES

- 9.2.1 ADHS/DBHS shall include the Agreement's requirements as a contract terms in its contracts with RBHAs.
- 9.2.2 Provide behavioral health services to mutual clients, to include prevocational and Extended Supported Employment (ESE) services.
 - a. If, due to locality, this is not possible, it is RBHA's responsibility to determine alternative methods of implementing ESE services. Commitments to provide ESE services shall be made prior to the implementation of IPEs for mutual clients who will need such supports.
 - b. ESE services include, but are not limited to:
 1. Assistance in maintaining employment to include:
 - a. Job coaching, which consists of regular contacts with the client, client's parents or guardians (if applicable), and/or the employer;
 - b. Job counseling and/or job monitoring and related support services;
 2. Assistance in assessment and identification of ongoing employment support needs, access to the resources necessary to meet those needs and natural and peer support environments.
 - c. Mutual clients will be offered ESE services by RBHA's contracted providers or funded directly by the RBHA. RSA will coordinate with the Clinical Team and the client the completion of a Coordination of Extended Supported Employment Form (Exhibit A) to secure funding for this service prior to IPE implementation.
- 9.2.3 In its agreements with the RBHAs, direct them to participate in the activities outlined in this Agreement, including the development of collaborative protocols with ADES/RSA. The protocols shall specify the

provision of ESE services by RBHAs and the mechanisms for communicating any changes in client ADES/RSA status.

- 9.2.4 Address the vocational rehabilitation needs of RBHA-enrolled clients in their Individual Service Plans (ISPs) as follows:
- a. RBHAs are responsible for initiating ISPs.
 - b. Vocational choices, which may include any type of meaningful activity (paid or unpaid work experiences) and plans to support those choices, should prominently figure in all ISPs.
 - c. Upon request from the RBHA, VR Counselors are responsible for providing recommendations for open, eligible, and active VR clients to be incorporated into clients' ISPs. The RBHA may utilize the Individual Service Plan Participation / Recommendation Form (Exhibit B) to obtain the input.
 - d. RBHAs are responsible for incorporating the information provided by VR Counselors into clients' ISPs.
- 9.2.5 Establish an ADHS/DBHS Statewide Employment Administrator position whose primary function is to oversee the requirements in the IGA including:
- a. Co-facilitating meetings/trainings with the ADES/RSA Statewide Coordinator for Behavioral Health, including IGA Advisory Committee meeting to be held twice a year rotationally within each region and additional ad hoc meetings if necessary;
 - b. Co-facilitating quarterly IGA Core Group Meetings;
 - c. Planning and proposing new programs and initiatives;
 - d. Joint program review;
 - e. Maintaining consistency of provision of services; and
 - f. Oversight of the regional Quarterly Rehabilitation Progress Reports and Employment Initiatives in the regional Adult System of Care Plans.
- 9.2.6 In conjunction with the RBHAs, hold regular coordination meetings (at least once per quarter) within each region involving community providers, ADES/RSA staff and representative clinical staff to facilitate communication and planning. Participate and assist in the training of providers, counselors, and clinical teams.

9.3 ADES/RSA RESPONSIBILITIES

- 9.3.1 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.
- 9.3.2 Train VR counselors to work with mutual clients in coordination with RBHA staff by:
- a. Participating at the highest level possible as a member of the clinical/recovery team or upon request to:
 1. Discuss a potential referral when an individual intends to work
 2. Provide recommendations and/or information for those currently receiving vocational services through ADES/RSA.
 3. Coordinate with the Clinical Team the following:
 - a. Completion of a Coordination of Extended Supported Employment Form (Exhibit A) to secure funding for this service prior to IPE implementation.
 - b. After the client's achievement of a successful employment, transition from VR supported employment program to RBHA funded ESE service.
 - b. Discussing issues that may arise during the collaborative process and develop strategies to correct deficiencies and improve performance.

- 9.3.3 Provide vocational rehabilitation services through VR Counselors and/or service providers to meet the vocational needs of mutual clients.
- 9.3.4 Establish a ADES/RSA Statewide Behavioral Health Coordinator position whose primary functions will be to:
 - a. Monitor and evaluate requirements of this agreement;
 - b. Monitor activities and operations to ensure that all goals and objectives assigned to ADES/RSA under this agreement are met;
 - c. Cooperate and coordinate with the ADHS/DBHS Statewide Employment Administrator the service provision under this agreement;
 - d. Plan and propose new programs and initiatives;
 - e. Jointly with ADHS/DBHS Statewide Employment Administrator 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.

10.0 REPORTING REQUIREMENTS

- 10.1 AHCCCS will submit to ADES/RSA Quarterly Reports, to include the statistical penetration rate of mutual enrolled clients within both systems.
- 10.2 ADES/RSA will submit to AHCCCS Quarterly Reports to include the following data:
 - 10.2.1 Programmatic data:
 - a. Number of applicants per region;
 - b. Client eligibility/acceptance rates per region;
 - c. Cumulative number of clients served per region;
 - d. Average number of days for an ADES/RSA Eligibility Determination to a signed IPE;
 - e. Number of persons placed on a waiting list as a result of the Order of Selection;
 - f. Number of clients engaged in vocational activities (e.g. work experiences, preparation for work, supported employment, etc.) during the period;
 - g. Data for persons successfully employed, including retention of employment, average wage and hours employed;
 - h. Number of successful closures;
 - i. Number of cases in post-employment status (for persons who were successfully employed and closed);
 - 10.2.2 Network/Service Delivery data
 - a. Providers lost and/or gained that are jointly contracted with ADES/RSA and RBHAs, including the name of provider, contracted capacity, counties served, and an analysis of the impact on the sufficiency of the network, as applicable.
 - b. Where, as a result of the loss of a provider, service provision or availability is impacted, ADES/RSA and AHCCCS will develop a plan for addressing the gap and the plan for transitioning persons to appropriate alternate services.
- 10.3 Respective Quarterly Reports will be sent to the following addresses:
 - 10.3.1 AZ Department of Economic Security
Rehabilitation Services Administration
ATTN: ADES/RSA Statewide Behavioral Health Coordinator
PO Box 6123, Mail Drop 5371
Phoenix, AZ 85005-6123
 - 10.3.2 Arizona Health Care Cost Containment System
Division of Health Care Management
ATTN: AHCCCS Statewide Employment Administrator
701 E Jefferson St, 3rd Fl DHCM
Phoenix, AZ 85034

10.4 Quarterly Reports will be submitted according to the following schedule:

<u>Due Date:</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
July 15	April 1 through June 30

10.5 Quarterly reports shall include at a minimum the following administrative (Fiscal/Staffing) data:

10.5.1 Expenditures for contracted and non-contracted services in the following budget categories: Personnel, Employee Related Expenditures, Professional & Outside Services, Equipment, Travel, Aide to Organizations, Other Operating Expenses, IT Direct & Indirect charges, if applicable

10.5.2 Number of ADES/RSA staff for each region, including the amount of time (% of FTE) dedicated to activities and services delivered under this agreement, at the end of each quarter

11.0 PAYMENT REQUIREMENTS

11.1 ADES/RSA will invoice the AHCCCS for the funding contribution within fifteen (15) calendar days following the execution of this Agreement and quarterly thereafter by the 1st (first) day of July, October, January and April.

11.2 AHCCCS shall transfer its funding contribution to ADES/RSA within fifteen (15) calendar days upon receipt of ADES/ RSA's invoice.

11.3 ADES/RSA will submit its invoices for the funding contribution to:
Arizona Health Care Cost Containment System (AHCCCS)
ATTN: Cynthia Layne
701 E Jefferson St, 3rd Floor DHCM
Phoenix, AZ 85034

11.4 AHCCCS shall submit its funding contribution to:
AZ Department of Economic Security
ATTN: DERS Finance and Budget Unit
PO BOX 6123, Mail Drop 5112
Phoenix, Arizona 85005

11.5 ADES/RSA shall report to AHCCCS an estimate of any unearned or unused AHCCCS funds that have been advanced to ADES/RSA by June 1. AHCCCS will notify ADES/RSA if these funds can be carried forward to the following year to be used for programs/projects jointly developed and approved by AHCCCS and ADES/RSA. Actual unearned or unused AHCCCS funds that have been advanced to ADES/RSA and remain in its possession at the end of each year shall be reported to AHCCCS within 30 days of state fiscal year end. In some cases, unused or unearned funds may need to be returned to ADHS. This will be dependent on the funding source used for state match and the amount of unused funds.

11.6 Substantial changes to the budget shall be reviewed and approved by both AHCCCS 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.

12.0 NOTICES

12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:

Organization:
Arizona Health Care Cost Containment System
Division of Health Care Management
ATTN: AHCCCS Statewide Employment Administrator
701 E Jefferson St, 3rd FI DHCM
Phoenix, AZ 85034

12.2 All notices to the ADES regarding this agreement shall be sent to the following address:
AZ Department of Economic Security
Rehabilitation Services Administration
ATTN: ADES/RSA Statewide Behavioral Health Coordinator
PO Box 6123 2NW Mail Drop 5371
Phoenix, AZ 85005-6123

13.0 DISPOSITION OF PROPERTY

13.1 None

14.0 OTHER MATTERS

14.1 AHCCCS 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, AHCCCS 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 (AHCCCS) 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 (AHCCCS) as required by law. The *Arnold v. Sarn* Joint Stipulation on Exit Criteria and Disengagement legally mandates AHCCCS 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 AHCCCS to use funding reserved for individuals with Serious Mental Illness to provide vocational rehabilitation and other support services. ARS §36-3407 (6) requires AHCCCS to contract for the provision of vocational rehabilitation services.

Therefore, AHCCCS, the RBHAs, and 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 AHCCCS shall comply with the provisions of the Arizona Administrative Code R6-4-405 for sharing client information with other agencies, individuals, or employers.

14.1.1 An authorization for the release of communicable disease related information must be signed by the protected person or, if the protected person lacks capacity to consent, the person's health care decision maker (see A.R.S. § 36-664(F)). If an authorization for the release of communicable disease information is not signed, the information cannot be disclosed. An authorization must be dated and must specify to whom disclosure is authorized, the purpose for disclosure and the time period during which the authorization is effective. A general authorization for the release of medical or other information, including communicable disease related information, is not an authorization for the release of HIV-related information unless the authorization specifically indicates its purpose as authorization for the release of HIV-related information and complies with the requirements of A.R.S. § 36-664(F).

14.1.2 Information regarding treatment for alcohol or drug abuse is afforded special confidentiality by Federal statute and regulation (42 U.S.C. § 290dd-2). This includes any information concerning a person's diagnosis or treatment from a federally assisted alcohol or drug abuse program or referral to a federally assisted alcohol or drug abuse program. The proper authorization form must be in writing and must contain each of the following specified items:

- a. The name or general designation of the program making the disclosure;
- b. The name of the individual or organization that will receive the disclosure;
- c. The name of the person who is the subject of the disclosure;
- d. The purpose or need for the disclosure;
- e. How much and what kind of information will be disclosed;
- f. A statement that the person may revoke the authorization at any time, except to the extent that the program has already acted in reliance on it;
- g. The date, event or condition upon which the authorization expires, if not revoked before;
- h. The signature of the person or guardian; and
- i. The date on which the authorization is signed."

- 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 AHCCCS 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 (6) 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 AHCCCS will be the minimum necessary as needed for the purposes of this agreement; this may include:
 - a. Name and Current Contact Information
 - b. Date of Birth
 - c. Social Security Number
 - d. ADES/RSA Eligibility determination
 - e. ADES/RSA Order of Selection determination
 - f. Assessment documents
 - g. Psychological and vocational planning information, current
 - h. Individualized Plan for Employment, current
 - i. Progress reports, current
 - j. Closure information
 - k. ADES/RSA staff information, current
 - l. Other information to the extent required to meet the purposes of this agreement.
- 14.4 Disclosure from AHCCCS to ADES/RSA will be the minimum necessary, as needed, for the purposes of this agreement.
 - 14.4.1 For TITLE XIX enrolled clients, the referral packet will include:
 - a. SMI Determination / 2nd Level Review,
 - b. Annual Assessment (Part E),
 - c. Individual Service Plan,
 - d. Individual Service Plan Review/Update,
 - e. Progress Notes,
 - f. Medication Flow Sheet,
 - g. Psychiatric Evaluation,
 - h. Any relevant Vocational Assessment,
 - i. Crisis Plan, and
 - j. Other information to the extent required to meet the purposes of this agreement
 - k. If, in the RBHA case file, the Arizona Disability Benefits 101 (AZ DB101) calculator summary (see Regional Collaborative Protocols for details).
 - l. Most Recent Psychiatric Progress Note.
 - 14.4.2 For Non-TITLE XIX enrolled clients, the referral packet will include:
 - a. Initial Assessment, including SMI Determination,
 - b. Psychiatric Progress Notes, and
 - c. Any other pertinent information, based upon availability of such information, to assist in making an expedited eligibility decision.

15.0 APPLICABLE LAW

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

16.0 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.

17.0 AUDIT

In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit

by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.

18.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

18.1.1 Reduce payments or units authorized;

18.1.2 Accept a decrease in price offered by the contractor;

18.1.3 Cancel the Agreement; and/or

18.1.4 Cancel the Agreement and re-write the requirements.

18.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

19.1 Funds may not presently be available for performance under this Agreement beyond the current State fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available

19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

20.0 CONFLICT OF INTEREST

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

21.0 DATA SHARING AGREEMENT

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

22.0 IT 508 COMPLIANCE

Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

23.0 NON-AVAILABILITY OF FUNDS

In accordance with ARS § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

24.0 NON-DISCRIMINATION

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

25.0 RIGHT OF OFFSET

ADES shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the ADES, or damages assessed by the ADES concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

26.0 THIRD- PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

27.0 ATTACHMENTS

25.1 The following list of attachments constitutes an integral part of subject Agreement:

25.1.1 RSA Behavioral Health Services Budget

28.0 EXHIBITS

28.1 The following list of exhibits constitutes an integral part of subject Agreement:

28.1.1 Coordination of Extended Supported Employment Form (Exhibit A)

28.1.2 Individual Service Plan Participation/Recommendation Form (Exhibit B)