

INTERAGENCY AGREEMENT NUMBER: IAMDE18-99002
 Between
THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
 And

DEPARTMENT Michigan Department of Education	PRIMARY CONTACT Janis Weckstein
EMAIL wecksteinj@michigan.gov	TELEPHONE 517-241-4521

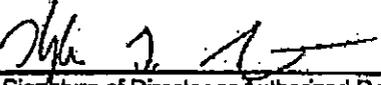
DEPARTMENT	PRIMARY CONTACT
EMAIL	TELEPHONE

MDHHS CONTACT	NAME Bill Colombo	TELEPHONE 517-643-2243	EMAIL colombob@michigan.gov
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INTERAGENCY AGREEMENT SUMMARY		
BRIEF DESCRIPTION OF PURPOSE	To coordinate the provision of transition services, pre-employment transition services, and other vocational rehabilitation services to students with disabilities that promote the successful movement from school to post-school activities.	
BEGIN DATE	END DATE	AMOUNT
10/01/2017	09/30/2020	\$0

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Agency.

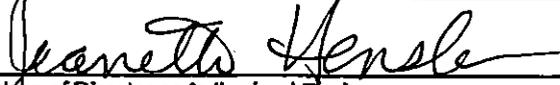
Michigan Department of Education


 Signature of Director or Authorized Designee

Kyle L. Guzzardi
 Print Name

10-5-18
 Date

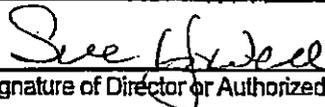
Michigan Department of Health and Human Services


 Signature of Director or Authorized Designee

Jeanette Hensler
 Director-Grants Division, Bureau of Grants and Purchasing

Print Name

10/25/2018
 Date


 Signature of Director or Authorized Designee

Suzanne Howell
 Director-Michigan Rehabilitation Services

Print Name

10-23-18
 Date

This Interagency Agreement (IA) establishes the responsibilities and procedures for the Michigan Rehabilitation Services office of the Michigan Department of Health and Human Services (hereinafter referred to as MDHHS/MRS) and the Michigan Department of Education (hereinafter referred to as MDE) for the purpose described below.

1. Purpose

The Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act of 1973 (the Rehabilitation Act), as amended by the Workforce Innovation and Opportunity Act (WIOA), require State Educational Agencies (SEA) and Vocational Rehabilitation (VR) agencies to plan and coordinate transition services and pre-employment transition services for students with disabilities (SWDs) through a formal interagency agreement (Section 612(a)(12) of the IDEA and Section 101(a)(11)(D) of the Rehabilitation Act).

This interagency agreement (here after referred to as the "Agreement") establishes and defines the cooperative relationship between MDE and MDHHS/MRS, including respective roles and responsibilities to SWDs.

For purposes of this Agreement, a student with a disability is an individual with a disability in a secondary or other recognized education program who is not younger than 14 years of age and not more than 25 years of age as of September 1 of the school year of enrollment, and who has not graduated. A student who reaches the age of 26 years after September 1 is a "student with a disability" and entitled to continue a special education program or service until the end of that school year (MARSE R 340.1702).

To coordinate the provision of transition services, pre-employment transition services (Pre-ETS), and other VR services to SWDs that promote the successful movement from school to post-school activities, including; post-secondary education, employment-related activities and competitive integrated employment.

To serve as a framework for MDHHS/MRS, MDE and, as appropriate, intermediate school districts (ISDs) and local education agencies (LEAs) to plan, coordinate and provide services to SWDs, including:

- I. Pre-employment transition services;
- II. Consultation and technical assistance (TA) to assist ISDs and LEAs in planning for the transition of SWDs;
- III. Transition planning by MDHHS/MRS and ISDs/LEAs that facilitates the development and implementation of a student's Individualized Education Plan (IEP);
- IV. Outreach to and identification of SWDs in need of Pre-ETS, transition services, and other vocational rehabilitation services;
- V. Documentation requirements set forth in section 511 of the Rehabilitation Act regarding SWDs who are seeking subminimum wage employment;
- VI. Assurance that neither the SEA nor ISDs or LEAs will enter into an arrangement with an entity holding a special wage certificate under section 14(c) of the Fair Labor Standards Act for operating a program under which a youth with a disability is engaged in work at a subminimum wage; and
- VII. Provision of Services and Reimbursement

Nothing under Title I of the Rehabilitation Act shall be construed as reducing an ISD's or LEA's obligation under the IDEA to provide or pay for transition services that are also considered special education or related services and that are necessary for ensuring a free appropriate public education (FAPE) to children with disabilities.

2. Period of Agreement

This IA is effective from 10/01/2017 through 09/30/2020.

3. Work Statement of Each Party

I. Pre-employment transition services

A. MDHHS shall:

Section 113(a)(b) of the Rehabilitation Act, as well as final 34 C.F.R. §361.48(a)(2), require each State must ensure that the designated State unit (MDHHS/MRS), in collaboration with ISDs and LEAs, provide or arrange for the provision of Pre-ETS for all SWDs, as defined in §361.5(c)(51), in need of such services. MDHHS/MRS will collaborate with ISDs and LEAs to provide the following Pre-ETS:

- Job exploration counseling;
- Work-based learning experiences;
- Counseling on opportunities for enrollment in comprehensive transition or post-secondary education programs;
- Workplace readiness training; and
- Instruction in self-advocacy.

These services may be delivered by MDHHS/MRS in a variety of ways to best meet the needs of the individual, including but not limited to:

- VR counselors providing services either one-on-one or in groups;
- Hiring qualified service providers to deliver Pre-ETS one-on-one or in groups;
- Web-based conferencing (e.g. Skype, FaceTime) to provide Pre-ETS;
- Video conferencing to provide Pre-ETS; and
- Other available mediums for meetings with SWDs, teachers, parents or other ISD and LEA personnel for discussions about Pre-ETS.

Additionally:

- MDHHS/MRS will dedicate personnel to work with each ISD and LEA to coordinate Pre-ETS, delivered either by MDHHS/MRS or a qualified provider.
- MDE will advise ISDs to issue the following guidance to LEAs:
 - In coordination with MDHHS/MRS, to engage SWDs and their families in transition planning, including the provision of Pre-ETS.
 - Coordinate referrals to MDHHS/MRS after obtaining the appropriate parental consent, verifying that the student has a disability, and assisting MDHHS/MRS in identifying the student's need for Pre-ETS.

- With appropriate consent, provide MDHHS/MRS the required documentation for each student prior to the provision of Pre-ETS.
- Assist in coordinating or providing physical space for the provision of Pre-ETS.

Not all eligible or potentially eligible SWDs with disabilities will require all five pre-employment transition services, however, all should receive all needed services, as determined through informed choice with each student based on their strengths and needs and consistent with their IEP, when applicable.

II. Consultation and Technical Assistance (TA)

MDHHS/MRS personnel will provide consultation and TA to MDE, ISDs and LEAs to assist in planning for the transition of SWDs from school to post-school activities, including post-secondary education, employment-related activities, Pre-ETS, and other VR services. Examples include, when available or invited, participating when available in ISD or LEA transition planning meetings and department meetings or sharing training and conference opportunities. Additional consultation and TA may include, but is not limited to the following topics:

- Disability awareness
- Accommodations and assistive technology
- MDHHS/MRS application, eligibility, and services
- Community-based services
- Independent living
- Career Pathways
- Competitive integrated employment

The consultation and TA provided by MDHHS/MRS may be through a variety of mediums, including but limited to:

- Direct one-on-one communication;
- Web-based conferencing (e.g. Skype, FaceTime);
- Video conferencing;
- Conference or phone calls;
- Presentations to groups;
- Formal and informal networking; or
- E-mails

III. Transition planning

MDHHS/MRS and the MDE agree on the following:

A. The roles and responsibilities of MDHHS/MRS under the authority of Federal and State policies relating to the program under the Rehabilitation Act are to:

- Provide consultation to assist in the identification of eligible and potentially eligible (including prior to application to MRS) SWDs and assess their individual needs for Pre-ETS.
- Accept referrals of SWDs in need of Pre-ETS during the transition planning process.

- Provide consultation to ISDs and LEAs on transition planning to prepare a student to move from school to competitive integrated employment or post-secondary education in accordance with the student's unique needs as determined through the IEP process and provision of Pre-ETS.
- Assess, plan, develop and provide VR services for eligible SWDs, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, to prepare for and engage in competitive integrated employment.
- Obtain appropriate consent for the release of confidential information, pursuant to MDHHS/MRS policy and procedures, Federal and State laws and regulations regarding confidentiality.
- Provide contact information for MDHHS/MRS personnel and office locations.
- Provide brochures and materials about the VR process and services to ISDs and LEAs for distribution to SWDs, parents, legal guardians, teachers and others.
- Promote employer participation in providing opportunities for work-based learning for SWDs.
- Participate with the MDE in joint training of education and VR staff as needed.
- Inform education personnel, SWDs, legal guardians and parents of the mandates found in the Rehabilitation Act implementing regulations, which require a student with a disability exiting school to be referred to MDHHS/MRS prior to entering subminimum wage work with a 14c certificate holder.
- Attend, in-person or by other mediums, meetings for the development of an IEP when invited, with appropriate consent and advanced notice.
- In collaboration with ISDs and LEAs, provide or arrange for the provision of Pre-ETS to all SWDs in need of such services.
- Determine the eligibility of all SWDs who have applied for VR services within 60 days from the date of application.
- Develop an Individualized Plan for Employment (IPE), which is consistent with and which takes into consideration the student's IEP, within 90 days of MRS eligibility, unless an extension is approved.
- Annually review this Agreement with MDE to ensure compliance with WIOA requirements and allow for adjustments/improvements.

B. MDE shall:

- In partnership with MDHHS/MRS, provide TA and training to ISDs on the provision of vocational rehabilitation services including Pre-ETS and transition services under WIOA.
- Disseminate this Agreement to MDE staff who work with or make decisions about special education and 504 services to ensure knowledge of roles and responsibilities.
- Encourage collaboration and coordination between ISDs/LEAs and MDHHS/MRS to minimize duplication and maximize resources, services and opportunities for SWDs toward competitive integrated employment.
- Identify a single point of contact within the MDE for collaboration of transition activities with MDHHS/MRS.
- Encourage coordination between ISDs/LEAs and local MDHHS/MRS offices, to ensure the provision of disability documentation prior to the provision of Pre-ETS, and/or copy of the IEP or 504 plan.
- Facilitate joint training between MDHHS/MRS and appropriate ISD/LEA personnel on new State or Federal requirements or initiatives that impact the provision of services by both entities.

- Annually review this Agreement with MDHHS/MRS to ensure compliance with WIOA requirements and allow for adjustments/improvements.

IV. Outreach & Identification of Students w/Disabilities

- MDHHS/MRS will provide school personnel, family members, guardians, or other interested persons the necessary forms to initiate Pre-ETS, transition or other VR services.
- MDHHS/MRS counselors will work with ISDs and LEAs to identify SWDs and potentially eligible (including prior to application to MRS) SWDs that may benefit from the delivery of Pre-ETS.
- School personnel, family members, guardians, or other interested persons may refer SWDs for MDHHS/MRS services.
- MDHHS/MRS, in collaboration with ISDs and LEAs, may utilize a variety of activities to provide outreach to and identification of SWDs in need of vocational rehabilitation services including Pre-ETS. These activities may be conducted jointly and/or individually for students with IEPs, students with 504 plans and potentially eligible students. Activities may include, but are not limited to, presentations to students and parents, IEP attendance, websites, brochures, conferences, professional groups/councils, and regular contact between ISD/LEA and MDHHS/MRS personnel.
- MDHHS/MRS shall strive to engage in outreach and identify SWDs 2-3 years prior to planned graduation or exit from secondary education and minimally disseminate the following information:
 - a. The purpose of MDHHS/MRS;
 - b. Eligibility requirements MDHHS/MRS services;
 - c. How to apply for MDHHS/MRS services; and
 - d. The scope of services that may be provided by MDHHS/MRS, including Pre-ETS.

V. Section 511 Subminimum Wage

Section 511 of WIOA imposes requirements on Education and VR specific to SWDs towards the exploration and potential transition to competitive integrated employment prior to placement into subminimum wage employment options.

MDE, ISDs, LEAs and MDHHS/MRS shall work collaboratively to ensure the student, prior to beginning work that is compensated at a subminimum wage, has been afforded the opportunity to pursue competitive integrated employment, and has documentation indicating completion of each of the following actions:

- a. Completion of all IDEA services and/or completion of Pre-ETS available to the student through MDHHS/MRS; and
- b. Has completed a MDHHS/MRS case resulting in:
 - i. The student was determined to be ineligible/unable to benefit from MDHHS/MRS services and the case has been closed; or
 - ii. The student was determined eligible for MDHHS/MRS services, an IPE was developed along with services provided towards an employment outcome resulting in case closure due to an inability to achieve the employment outcome (the case is to reflect effort to provide

- reasonable accommodations, appropriate supports and services, including supported employment and customized employment services, for a reasonable period of time); and
- iii. MDHHS/MRS has provided/documented the student with a disability has received career counseling, and information and referrals to Federal and State programs and other resources in the student's geographic area that offer employment-related services and supports designed to enable the individual to explore, discover, experience, and attain competitive integrated employment

SWDs considering subminimum wage employment upon exiting secondary education should be referred to MDHHS/MRS. When appropriate, MDHHS/MRS may request documentation from education for purposes related to this section. MDHHS/MRS will collect and document the necessary prerequisites, corresponding services, and information (described above) required for SWDs seeking subminimum wage employment.

MDE, ISDs, LEAs and MDHHS/MRS are not permitted to enter into contracts or other arrangement with an entity that holds special wage certificates to operating a program for a student who is age 24 or younger under in which work is compensated at a subminimum wage. MDE, ISDs, LEAs and MDHHS/MRS may contract with an entity that holds a special wage certificates for other programming options.

VI. Provision of Services and Fiscal Responsibility

Under 34 C.F.R. §361.53, the availability of Comparable Services and Benefits, as defined in 34 C.F.R. §361.5(c)(8), must be determined by MDHHS/MRS unless such a determination would interrupt or delay the progress of the individual. Under IDEA, 34C.F.R. §300.101, the public educational system must ensure that a free appropriate public education is available to all SWD. Pursuant to 34 C.F.R. 361.22(c), nothing in this part will be construed to reduce the obligation under the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) of a LEA or any other agency to provide or pay for any transition services that are also considered special education or related services and that are necessary for ensuring a free appropriate public education (FAPE) to children with disabilities within the State involved.

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 education include outreach, pre-employment transition services, information and referral, and counseling and guidance to plan for postschool services and activities.
 - a. Pre-ETS are typically provided in collaboration with LEAs. If an LEA is providing any or all of the five required pre-employment transition services, MDHHS/MRS 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-ETS are currently provided by LEAs, and which Pre-ETS may be provided by MRHHS/MRS.

b. There is no cost to the LEA or the student or parent/guardian for outreach, information and referral, or consultation provided by VR staff related to IEP and/or 504 consultation and planning. While the student is in secondary education, VR is only authorized to pay for pre-employment transition services and transition services determined necessary for the SWD and outside the scope of services available to students under their respective IEP or 504 plans for which the LEA is responsible.

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 education 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 fiscal 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.

MDE and MDHHS/MRS encourage the establishment or continuation of Interagency Cash Transfer Agreements (ICTAs) that expand resources and result in the provision of transition services, Pre-ETS, and other VR services for SWD. The development of such agreements should be conducted at the local level between LEAs and MDHHS/MRS district offices.

This Agreement provides a framework that may guide the development of such agreements or, minimally, helps facilitate a meaningful discourse regarding the provision of transition services, Pre-ETS, and other VR services at the local level.

4. Termination & Amendments

Either party may terminate this IA at any time by giving 30 days prior written notice to the other party. This IA may be amended upon written approval of the parties at any time.

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

5. Notices

Notices and other written communications must be addressed to the individuals below or their successors. Parties may amend contact information by providing written notice of the change to the other party. Notices or other written communications required or related to this IA must be in writing and delivered in person or by email.

If to MDHHS:	If to MDE:
Nate Kammer, Departmental Specialist kammem@michigan.gov 517-335-5035	Janis Weckstein wecksteinj@michigan.gov 517-241-4521

6. Program Manager

The Program Manager for each party will monitor and coordinate the day-to-day activities of the IA (each a "Program Manager"):

MDHHS Program Manager:	MDE Program Manager:
Cynthia Wright Wrightc1@michigan.gov 517-281-2738	Janis Weckstein wecksteinj@michigan.gov 517-241-4521

7. Health Insurance Portability and Accountability Act

To the extent that this act is pertinent to the services provided by the parties under this IA, each party assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:

- a. None of the parties will share any protected health data and information provided by the other parties that falls within HIPAA requirements except to a subcontractor as appropriate under this IA.
- b. If one of the parties enters into a subcontractual relationship, it must require the subcontractor not to share any protected health data and information covered by this IA that falls under HIPAA requirements in the terms and conditions of the subcontract.
- c. All parties must only use the protected health data and information for the purposes of this IA.
- d. All parties must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by their employees.
- e. All parties must have a policy and procedure to report the unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which it becomes aware. Each party will work with the other party to mitigate any breach. Each party will take corrective action to prevent further unauthorized uses or disclosures.

- f. Failure to comply with any of these contractual requirements may result in the termination of this IA.
- g. In accordance with HIPAA requirements, any party negligent in carrying out its responsibilities is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information covered by this IA.
- h. To the extent MDE performs services or otherwise acts as a business associate of MDHHS, as that term is defined in 45 C.F.R. § 160.103, MDE agrees to execute a Business Associate Agreement with MDHHS.

8. Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communications or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this IA.

- a. Meaning of Confidential Information. For the purposes of this IA, the term "**Confidential Information**" means all information and documentation of a party that:
 - 1) Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
 - 2) If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
 - 3) Should reasonably be recognized as confidential information of the disclosing party;
 - 4) Is confidential or otherwise protected from disclosure under state and federal laws, rules, and regulations; and
 - 5) Is unpublished or not available to the general public.

The term "Confidential Information" does not include any information or documentation that was:

- 1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- 2) Already in the possession of the receiving party without an obligation of confidentiality;
- 3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
- 4) Obtained from a source other than the disclosing party without an obligation of confidentiality; or,
- 5) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this IA, in all cases and for all matters, MDHHS Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to use Confidential Information solely for the purposes of this IA. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this IA or to use such Confidential Information for any purposes whatsoever other than the performance of this IA. The parties agree to comply with all applicable policies and procedures, including Department of Technology, Management and Budget policies and procedures, as may be amended from time-to-time, regarding data or information privacy or security. Each party agrees to share with the other party applicable internal policies and procedures that may apply to Confidential Information shared under this IA. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:

- 1) Use of a subcontractor is authorized under this IA;
- 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities;
- 3) And MDE obligates the subcontractor in a written contract to maintain MDHHS' Confidential Information in confidence.

At MDHHS' request, any employee of MDE or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must notify the other party within one business day after discovering any unauthorized use or disclosure of Confidential Information. Each party will cooperate with the other party to regain possession of Confidential Information, to prevent further unauthorized use or disclosure of Confidential Information, and to notify any appropriate person of the unauthorized use or disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this IA and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person. The parties agree to comply with all applicable policies and procedures, including Department of Technology, Management and Budget policies and procedures, as may be amended from time-to-time, regarding data or information privacy or security. Each party agrees to share with the other party applicable internal policies and procedures that may apply to Confidential Information shared under this IA.
- d. Surrender of Confidential Information upon Termination. Upon termination of this IA or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in

such party's possession, custody, or control; provided, however, that MDE must return MDHHS Data to MDHHS following the timeframe and procedure described further in this IA. Should MDE or MDHHS determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party.

9. Waiver

Failure to enforce any provision of this IA will not constitute a waiver.

10. Survival

The provisions of this IA that impose continuing obligations, including representations, termination, transition, and confidentiality, will survive the expiration or termination of this IA.

11. Entire IA and Modification

This IA is the entire agreement and replaces all previous agreements between the parties for the IA Activities. This IA may not be amended except by signed agreement between the parties.