

Interagency Articulation Agreement to Support the Transition Process of Students with Disabilities for

(Insert local region or district)

I. INTRODUCTION

(The following language [in Section I] may be used as stated below.)

This is a **local** level agreement among agencies charged with providing transition services to students leaving high school and going to postsecondary education/training, support services, and/or employment. These agencies agree to meet regularly to share information, ideas and current initiatives, collaborate on training and special projects, cooperate in planning and budgeting, and generally support any areas of work which are mutually beneficial. Agencies which support this “way of work” are:

(Insert local agencies which agree to participate.)

II. AUTHORITY

(The following language [in Section II] may be used as stated below.)

The Individuals with Disabilities Education Improvement Act (IDEA 2004), P.L. 108-446, establishes the transition services requirements for eligible students with disabilities served by public schools.

The requirement for DVR and DBS to enter into interagency agreements relating to vocational rehabilitation program transition services is contained in Section 101(a)(11)(D) of the Rehabilitation Act of 1973 and 34 §CFR 361.22(a)(2).

APD supports adults and students eligible for extended employment supports and other services during and after transition from school to post-school outcomes under the authority of Florida Statute 393 and Florida’s Agency for Health Care Administration (AHCA) waivers from the U.S. Center for Medicare and Medicaid.

CMS supports the six goals of the President’s New Freedom Initiative and uses them as the models for the CMS six goals. The sixth CMS goal targets youth transition and states, “Beginning at age 12, all teens and young adults with special healthcare needs who are enrolled in the CMS Network and their families will receive the services needed to make transitions to all aspects of adult life, including adult health care, work, and independence.”

MH provides transitional supports and services for children with emotional disturbance and their families including housing, social/recreational and employment supports for adults with mental illness under the authority of Chapter 394 *Florida Statutes*.

III. VISION/MISSION STATEMENTS

(This section should be used to articulate the missions and visions of each agency entering into this agreement. State level language may be used as a model or may be taken verbatim. The following italicized statements, A-G, are examples. Agencies/organizations may be added or deleted and language may be tailored as needed to address specific local agreement requirements.)

A. Mission/Vision for the Division of Vocational Rehabilitation

“The mission of DVR is to provide services that lead to employment and increased independence for Floridians with disabilities.”

The vision of DVR is to:

- Be a high performing organization focused on results*
- Focus on the needs of our customers*
- Exemplify the best of public service*

B. Vision for the Division of Blind Services

“Empowering people who are blind or visually impaired to reach self-determined goals”

The Division of Blind Services is Florida's state agency responsible to ensure that people of all ages in the state with visual impairments can live independently and achieve their goals. DBS assists blind and visually impaired children's fullest participation within the family, community and educational settings. Also, the Bureau of Braille and Talking Book Library administers a free library program of brailled and recorded materials for eligible readers.

C. Vision for the Agency for Persons with Disabilities

"Working in partnership with local communities to ensure the safety, well-being and self-sufficiency for the people we serve."

The primary mission of the agency is to support persons with developmental disabilities in living, learning and working, in all aspects of community life.

D. Vision for the Bureau of Exceptional Education and Student Services

The Bureau of Exceptional Education and Student Services, Florida Department of Education, administers programs for students with disabilities and is actively involved in collaboration activities with partner agencies. Services for students with disabilities are administered in accordance with IDEA 2004.

E. Mission/Vision for the Department of Health, Children's Medical Services

The mission of CMS is to champion excellence in the delivery of health care for children with special needs through a comprehensive system of care.

The vision of CMS is to lead the nation in quality health care to enable children with special needs to reach their fullest potential.

F. Mission/Vision for the Department of Children and Families/Mental Health Program

The mission for the Department of Children and Families is to protect the vulnerable, promote strong and economically self-sufficient families, and advance personal and family recovery.

Its vision is to serve the public always. “We will be recognized as a world class social services system, delivering valued services to our customers. We are committed to providing a level and quality of service we would want for our own families.”

G. *Joint Vision*

*The vision for this interagency agreement is a system of coordinated planning and collaboration by **(insert agency/organization names)** offices leading to smooth and successful transition of students with disabilities to meaningful, gainful, and sustained employment and/or post-secondary education with access to adult health care and mental health services to maintain a healthy life. This vision is achieved through mutual cooperation and an understanding by all parties of each party’s role in achieving this vision.*

IV. TERM

This agreement shall be effective as of ***(insert date)***, reviewed annually, and revised as needed.

V. PURPOSE OF THIS AGREEMENT

A. *General Purpose*

(The following paragraph [describing general purpose] may be used as stated below.)

The general purpose of this Interagency Agreement is to encourage and facilitate cooperation and collaboration among the local leadership and staff of the ***(insert agencies entering into agreement)*** throughout Florida within the context of the applicable federal and state regulations required of each agency, namely:

(The following italicized statements, 1-5, are examples. Agencies/organizations may be added or deleted and language may be tailored as needed to address specific local agreement requirements.)

- 1. LEAs work to provide a free and appropriate public education (FAPE) for students with disabilities, including preparation for transition from school to work or other post-school activities; and*
- 2. DVR and DBS work to assist student transition from secondary school to work through post-secondary educational supports and/or employment supports for a successful employment outcome; and*
- 3. APD works to "reduce the use of sheltered workshops and other noncompetitive employment day activities and promote opportunities for gainful employment for persons with developmental disabilities who choose to seek such employment" (Florida Statute 393). Additionally, F.S. 393 states that "to promote independence and productivity, the agency shall provide supports and services, within available resources, to assist clients enrolled in Medicaid waivers who choose to pursue gainful employment." If an individual is eligible for APD waiver services and employment is a needed service, then this service must be provided to meet standards as outlined in rule; and*
- 4. CMS works to ensure a smooth and successful transition process to adult healthcare services and providers for the youth and young adults with special healthcare needs that it serves; and*

5. *MH works to provide a system of care, in partnership with families and the community, that enables children and adults with mental health problems or emotional disturbances to successfully live in the community, to be self-sufficient or to attain self-sufficiency at adulthood, and realize their full potential. Mental health supports and services will enable adults and transitioning students to participate in community activities such as employment and other valued community roles.*

B. Specific Purpose

(The following language [1-4, describing specific purpose] may be used as stated below.)

Specifically, it is intended that this interagency agreement:

1. Provide guidance to ***(insert agencies entering into agreement)*** line staff, when serving students transitioning from school to work or other post-school activities;
2. Provide information to parents/students so that they know what they can and should expect from the ***(insert agencies entering into agreement)*** during the transition process;
3. Provide parameters to the ***(insert agencies entering into agreement)*** administrators/managers/nursing supervisors when developing, negotiating, and implementing local cooperative agreements.
4. ***(Insert agencies entering into agreement)*** will strongly encourage and support the participation of agency personnel in the transition IEP process at the local level through the development of guidelines, policies, and/or procedures.

VI. COORDINATION OF TRANSITION SERVICES

(The following paragraph [describing coordination of transition services] may be used as stated below.)

The DOE is committed to assuring that students with disabilities, ages 3-22, receive integrated services which allow them to receive a free and appropriate education and to grow and develop and reach their goals. The intent of this section is to insure, by agreement and by procedure, the provisions of Section 1003.01(3), F.S., to all children and youth who meet eligibility requirements under IDEA, who also are eligible for disability-related service delivery from ***(insert agencies entering into agreement)*** while they are still in school.

A. Technical Assistance and Consultation

(In “A”, list specific methods to address consultation, coordination, and the provision of technical assistance to each other, students and their families/guardians/surrogates in planning for the transition of students with disabilities from secondary school to post-school activities.)

B. Outreach and Identification of Students

(In “B”, list specific methods for reaching out to students with disabilities who may need and could benefit from agencies’/organizations’ services such as brochures, web site resources, transition fairs, etc.)

C. Referrals
(The following language in “C”, 1 and 2 [describing the referral process] may be used as stated below.)

Students pursuing employment and requiring assistance to reach their employment goals, should be referred by the *(insert name of LEA)* to an *(insert agencies/organizations)* counselor or care coordinator, as appropriate, in order to participate in integrated, competitive employment.

Additionally, referrals can be made to *(insert agencies/organizations)* by anyone, including other agencies, other individuals, parents and students.

1. Confidentiality of Personal Records

Each agency will protect the rights of individuals with respect to records created, maintained and used by public institutions within the state. It is the intent of this Agreement to ensure that parents, students, clients and their representatives have the rights of access, rights of challenge, and the rights of privacy with respect to records and reports and that applicable laws and regulations for these rights shall be strictly adhered to.

2. Procedures for Sharing Information

Access to school and agency records require written consent of students’ parents, guardians if he/she is considered a minor, or from the student, if age 18 or older or legal representative if age 18 or older and declared incompetent. Students who have reached the age of majority (age 18 or older) must designate, in writing, with whom the school and agency representatives may discuss or share all or specific information.

(The following italicized statements, a-f, are examples. Agencies/organizations may be added or deleted and language may be tailored as needed to address specific local agreement requirements.)

a. Referrals to the DVR Program

For purposes of DVR, the term "individual with a disability" means any individual who (i) has a physical or mental impairment which for that individual constitutes or results in a substantial impediment to employment; and (ii) can benefit in terms of an employment outcome from vocational rehabilitation services and (iii) requires vocational rehabilitation services to prepare for, achieve, retain, or regain employment.

- 1) *School staff should provide the following educational records, along with signed release of information form from the parent, guardian, or legal representative of a minor, to the DVR counselor:*
 - *Records which document the basis for determining the individual’s disability;*
 - *The student’s current transition Individual Educational Plan (IEP) and any significant supplemental information; and*
 - *School performance information that will have a direct bearing on the development of a DVR Individualized Plan for Employment (IPE).*

2) *APD staff should provide the following documentation, along with signed release of information form from the adult consumer or parent/guardian of a minor, to the DVR counselor:*

- *Pertinent information from the student's current Individual Support Plan (ISP)*
- *The Referral Form*
- *The Employment Profile*
- *Other available information that will have a direct bearing on the development of the DVR or DBS Individualized Plan for Employment.*

DVR counselors will make use of all school and the APD documentation concerning a disability. However, if disability documentation is inadequate, further diagnostic assessments will be provided at the expense of DVR, to establish a documented disability necessary for DVR eligibility. Additional assessments may be necessary to determine an individual's need for DVR services and to develop an IPE for the individual, with specific services necessary to meet the employment goal.

b. Referrals to DBS

For purposes of DBS, an individual who is blind has a bilateral eye condition resulting in central visual acuity of 20/200 or less in the better eye with correcting lenses or a field defect in which the peripheral field has contracted to such an extent that the widest diameter or visual field subtends an angular distance no greater than 20 degrees.

DBS will provide transition services, as appropriate, to eligible students who are age 14 through age 21 if found to be eligible by the transition IEP team. In such cases, DBS will assess the student's employment-related needs at the request of the transition IEP team. DBS will continue to provide transition services to clients, ages 14 -21, which are no longer in school.

c. Referrals to the APD

For the purposes of APD, a "student or adult with a disability" is one who has been diagnosed as having a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely. Only the APD is authorized to determine if a referral is eligible for services provided by APD.

Pertinent school information must accompany a referral to the APD support coordinator. LEAs are also expected to provide information for students who are referred to APD from other sources, as requested by APD. School districts are strongly encouraged to refer potentially eligible children (with the above stated disorders) to APD as early as possible.

School staff should provide the following educational records, along with signed release of information form from the adult consumer or parent/guardian of a minor, to the APD support coordinator:

- *Records which document the basis for determining the individual has a disability;*
- *The student's current transition IEP and any significant supplemental information;*
- *and*

- *School performance information that will have a direct bearing on the development of an Individual Support Plan (ISP).*

Along with a signed release from the adult consumer or parent/guardian of a minor consumer or legal representative, DVR and DBS staff should provide the following documentation to the APD support coordinator:

- *Certificate of Eligibility,*
- *IPE and*
- *Any significant supplemental information for determining eligibility sponsored by DVR.*
- *APD services are provided subject to availability of funds*

d. Referrals to, and involvement of, DVR partner programs/agencies

DVR has negotiated many partnership agreements; therefore, a referral to the DVR program may also require a referral to and involve another partner agency. These other agencies should become involved in IEP and IPE planning under the following two circumstances:

- *When one or more agencies provide vocational rehabilitation services in addition to those services funded by DVR. In order to use the resulting resources, students must be joint consumers and eligible under the rules for both programs.*
- *For individuals with significant disabilities, maintaining successful employment often depends on the availability of an ongoing support system. Agencies which provide such ongoing supports may be included on the IPE as a necessary service provider (e.g., day treatment and training services, residential services, ongoing mental health and medication management services, probation or parole services, follow along, extended services through supported employment).*

Note: Day Treatment and Training services shall not be used in place of educational programs or other related services as provided under Public Law 105-17.

e. Referrals to CMS

CMS is a statewide managed system of managed care that is responsible for the provision of family-centered, culturally competent, community-based comprehensive and coordinated services to eligible children and youth with special healthcare needs. Children and youth with special healthcare needs are defined in section 409.9126, Florida Statutes, as children under age 21 years whose serious or chronic physical, developmental, behavioral, or emotional condition requires extensive preventive and maintenance care beyond that required by typically healthy children. Healthcare transition is the purposeful, planned movement of adolescents and young adults with chronic physical and medical conditions from child-centered to adult-oriented healthcare systems. Individuals referred to CMS must be screened for eligibility.

CMS enrollees, and their families, have the option of working with a CMS care coordinator to develop a plan of care that supports and promotes the enrollee's participation in the community, at school and/or at work to achieve self-determination and independent living. The enrollee, and/or their family, may incorporate their CMS Care Coordination Plan into their transition IEP, IPE, and ISP (if they choose), and may sign a release enabling their CMS care coordinator to communicate with other agencies to facilitate that goal.

f. Referrals to MH

MH is responsible for comprehensive services and supports identified in Individual Support Plan (ISP) including transition, for children and adults who fall within one of the target populations as defined by the Florida Legislature, e.g., children with serious emotional disturbance; children with emotional disturbance; children at risk of emotional disturbance; adults with serious mental illnesses; children and adults in mental health crisis; or adults with forensic involvement and who are eligible for services. These supports and services enable adults and transitioning students to participate in community activities and other valued community roles. Access to services is provided through contract with community-based providers who determine eligibility.

D. Joint Planning

(Joint planning is an essential element to successful, effective local agreements and should articulate ways in which joint planning shall take place. The following italicized statements, 1-4, are examples. Service plans of agencies/organizations may be added or deleted and language may be tailored as needed to address specific local agreement requirements.)

1. Transition Individual Educational Plan

For students eligible for special education under the IDEA, LEAs use the IEP process to plan for students' transition from school to work or post-school activities. The transition IEP must identify measurable annual goals and desired post-school outcomes based upon age appropriate transition assessments relating to training, education, employment, and where appropriate, independent living skills and the transition services needed to assist the young adult in reaching those goals.

2. IPE and ISP Process

The DVR and DBS programs use the IPE planning process to establish the student's employment goal; the necessary time limited services to reach the employment goal; and who will provide these services. The IPE must be coordinated with the student's IEP.

The APD uses the ISP to document the needed services to be provided, which are identified by the individual, guardians and invited participants. The ISP directs supports and services that are necessary for individuals to achieve full social inclusion, independence, and personal and economic well-being. The ISP also documents community participation as well as the extended employment services and supports needed by the person.

3. *CMS uses the CMS Care Coordination Plan to document the needed service(s) to be provided to a CMS enrollee. The services to be received are determined by the enrollee and/or family or legal guardian. The CMS Care Coordination Plan supports the enrollee to maintain access to healthcare services and providers so that the enrollee is able to participate in school and/or at work and in the community. The CMS Care Coordination Plan documents coordination of services and follow-up with other agencies and organizations, as appropriate.*

4. *MH uses an individual service plan to guide and document needed services and supports that are responsive to the child and family's strengths and needs. The ISP should be*

coordinated with the child's IEP and include coordination and referral with all other agencies and providers as needed.

5. Collaboration and Coordination

(The following language [describing collaboration and coordination] may be used as stated below.)

(Insert school district) shall work collaboratively with *(insert agencies/organizations)* in the transition IEP process. *(Insert school district)* shall invite a representative of any other agency that may be responsible for providing or paying for transition services, when the purpose of the IEP meeting is to consider transition services. If an agency invited to send a representative to a meeting does not do so the *(insert school district)* shall take other steps (e.g., correspondence or phone calls) to obtain the participation of the agency in the planning of any transition services. The *(insert school district)* must reconvene the transition IEP team to identify alternative strategies for providing a student's transition needs if an agency fails to do so.

(Insert agencies/organizations) will encourage and support personnel to participate in the transition IEP process when invited by the *(insert school district)*.

(The following italicized plans, a-d, are samples of best practices for jointly developing consumers' individualized education, employment and health services plan. Agencies/organizations may be added or deleted as appropriate.)

- a) *In order to plan and develop an IPE or ISP, DVR and DBS counselors, APD Support Coordinators, CMS Care Coordinators, and/or MH contracted case managers need access to pertinent student information available from the school such as: evaluations (psycho-educational, medical, vocational, mobility); IEP, Multidisciplinary Evaluation Team (MET) reports; school transcripts; and other school records as appropriate. (See section VI.C, 1-2, Confidentiality of Records and Procedures for Sharing Records.)*
- b) *In addition, LEA personnel, DVR and DBS counselors and/or MH contracted case managers need access to pertinent information available from the APD support coordinator such as the Individual Support Plan, accompanying evaluations, and progress reports. (See section VI.C, 1-2, Confidentiality of Records and Procedures for Sharing Records.)*
- c) *The processes and procedures for an IEP, IPE, ISP, CMS Care Coordination Plan, or MH Individual Service Plan are separate, each having its own set of outcomes. It is important, however, that there is coordination and collaboration at points where the individual agency planning processes intersect, and when possible, that the plans be developed jointly.*
- d) *Copies of the IEP, IPE, ISP, Care Coordination Plan or MH Individual Service Plan should be shared, with written consent of the parent or guardian when the student is a minor or has a legal guardian. To the extent possible, the plans should be coordinated with each other. Staff should include appropriate elements from each other's plans in their own. This encourages coordination and collaboration. For the DVR and DBS counselors, a copy of the IEP and ISP is recommended for DVR and DBS case record documentation and for the CMS Care Coordination Plan and for MH Individual Service Plan.*

6. Timing for Completion of an *(insert individualized service plan)*

The (insert individualized service plan) shall be completed or updated (insert time-frame) in the young adult's high school years, prior to graduation or leaving school, thus allowing a seamless transition to their desired post school outcomes.

E. *(Insert agencies/organizations)* transition services

(The following italicized statements, 1-5, are suggested transition services which may be included in a local agreement. Agencies/organizations and their services may be added or deleted and language may be tailored as needed to address specific local agreement requirements.)

1. *LEA transition services are addressed in IDEA 2004 and State Board of Education rules. DVR transition services are also addressed in the Rehab Act of 1973 Amendments, emphasizing coordination with education officials to enable a seamless transition of students with disabilities from secondary school to their post school employment outcome and inclusion in the adult community as a productive citizen.*
2. *DVR and DBS services that will be available to eligible students during the secondary school years as part of the transition process, as needed, are:*
 - *Information and referral services*
 - *Diagnostic assessments and vocational evaluations to determine a suitable post secondary vocational plan and service needs related to the stated employment goal*
 - *Vocational counseling and guidance*
 - *Career exploration, including community-based work experiences*
 - *Technical assistance and consultation regarding transition*
3. *APD services to students/clients:*
 - *Planning*
 - *Information and referral*
 - *Waiver services to eligible individuals*

APD services that will be available to eligible students during secondary school will vary by fund program. Services cannot be provided by APD when they can be provided by the LEA, DVR, DBS or any other funding source. APD waiver funding shall always be funding of last resort.

4. *CMS services to enrollees:*
 - *Planning*
 - *Information, resources, and referral*
 - *Transition to adult healthcare providers and services*
5. *MH services available to eligible students:*
 - *Planning and referral*
 - *Assessment*
 - *Transition to adult mental healthcare providers*

(Include the following language in “F” only if DVR is a participant in agreement.)

F. DVR core services offered when the student leaves school

Time limited IPE services, based upon comprehensive assessment and individual need, may include:

- Employment related job coaching, supported employment, or on-the-job training
- Post-secondary education/vocational training
- Medical and psychological restoration
- Transport assistance
- Job accommodations
- Assistive devices
- Work related equipment and work related needs

G. Relationship management

(The following language [in Section G, describing relationship management] may be used as stated below.)

This Interagency Agreement shall be used to guide the general parameters of relationships between *(insert agency/organization names)* offices. *(Insert agency/organization names)* staff is encouraged to discuss and develop their unique relationships within this overall context. Mutual cooperation and collaboration will enhance relationships, improve services to mutual students/clients, and expedite the transition of students with disabilities to meaningful and gainful employment.

(Insert agency/organization names) staff shall plan, agree, and provide contact information to identify:

- Who the *(insert agency/organization names)* contacts are for each student with a disability;
- How *(insert agency/organization names)* contact(s) will be informed of planned transition IEP meetings;
- How agency representatives will participate in the transition IEP process;
- Circumstances under which separate *(insert agency/organization names)* input is sufficient or when actual attendance is expected;
- Space to be made available in the local school to the counselor, if needed;
- Planning for specific joint outreach activities within the school; and
- Other issues as necessary.

VII. LOCAL INTERAGENCY AGREEMENTS AMONG *(insert agency/organization names)*

(Define the following issues as they pertain to local agreements.)

- a. Method for defining financial responsibilities of any non-educational agency that has any federal or state obligation for providing a wide variety of services, including transition services.
- b. Conditions, terms of reimbursement, and procedures under which a school district must be reimbursed.
- c. Procedures for resolving interagency disputes including when school districts may initiate proceedings to secure reimbursement.

- d. Policies and procedures for agencies to determine the inter-agency coordination and responsibilities of each agency. (See Rule 6A-6.03028(8)(d), *Florida Administrative Code (FAC)* regarding LEA coordination of transition services. Also Rule 6A-6.03028 (8) (b), *FAC*, which requires an IEP meeting be held to address the failure of any agency to provide or pay for a transition service.

(If applicable, for example when DVR and DBS are party to the agreement, include “A”, 1 and 2 as stated below.)

A. Providing IPE services while a student is still in school

- 1. General criteria for what IPE services can be provided to students still in school under specific circumstances

The following criteria must be used to determine the kind of services the DVR and DBS programs can provide to DVR and DBS eligible students who are still in school and under what circumstances:

- a) The services to be provided are vocational in nature; and
- b) The services are not otherwise available from the school (i.e. the services to be provided do not duplicate already available services); and
- c) The services are not provided primarily to support a student's secondary academic goals; and
- d) The services to be provided are considered vocational preparation for the individual's transition from school to work or post-school activities; and
- e) The services are allowed under general DVR and DBS policies; and
- f) The services to be provided are needed to achieve the student's employment goal contained in the IPE; and
- g) The services are provided no earlier than two years prior to school exit. (Age 14, eighth grade for DBS).

DVR may be able to sponsor the cost of psychological assessments and testing required for post-secondary students who desire accommodations and assistance from disability services centers at colleges and universities. They must be a DVR eligible consumer whose IPE includes post-secondary training as a necessary service to reach their employment goal and be willing to self-disclose their disability to receive these accommodations.

- 2. Restrictions in providing IPE/ISP services to students still in school

The following are some specific examples of services the DVR, DBS APD, and MH programs cannot provide (even though they may be important for the eventual vocational success of students):

- a) Related services (including interpreter services for individuals who are deaf or hard of hearing or deaf/blind; and making available educational materials in alternative media) in support of school and education related activities;
- b) Specialized skills training for persons with disabilities (such as orientation and mobility services, communication skills training, or home management skills) which are part of, or in support of, education or education related programs/activities;
- c) Assistive technology goods or services used to access regular education programming, special education programming, vocational education programs, or any other programs or activities regularly offered by the school for its students;
- d) Regular career counseling available to all students;
- e) Assessments provided to comply with IDEA requirements.

(Note: Any other restrictions relating to other agencies/organizations entering into agreement may be listed here.)

B. Cooperative agreements

(The following paragraph [in “B”, further defining cooperative agreements] may be used as stated below.)

Cooperative agreements among ***(insert school district)***, regional offices of state agencies and/or other non-profit agencies are generally for the purpose of maximizing the resources available for partner parties (blending and braiding resources) to deliver services that lead to employment for Floridians with disabilities. Cooperative agreements are encouraged by this agreement to maximize the use of resources.

1. (Describe the following elements, a-e, as appropriate and as they pertain to local agreements.)

- a) Commitment of resources;
- b) Description of students served;
- c) Eligibility criteria;
- d) Referral procedures, coordination, technical assistance, contacts, mutual training, reporting requirements, etc;
- e) Individual schools included within the agreement;

VIII. RESOLUTION OF DISPUTES

(Local agreements should include specific language for dispute resolution as per individual agency/organization policies in addition to the language included in the paragraph below [in section VIII].)

In addition, where the local authorities are unable to resolve any of the issues as it relates to their agreement, a referral may be made to the state authorities for resolution. Also, nothing in this agreement should be construed to limit any existing substantive or procedural protections of state or federal law or regulations. Finally, resolution of disputes should honor existing conflict resolution procedures for students with disabilities in the LEA, persons supported by ***(insert participating agencies/organizations)***.

IX. FINANCIAL RESPONSIBILITY

(The following language [in Section IX] may be used as stated below.)

General Statement

The ***(insert participating agencies/organizations)*** are committed to meeting financial responsibilities as required by law. Agency/Division heads for ***(insert participating agencies/organizations)*** will periodically identify areas for improved programmatic and financial efficiencies, and develop strategies to meet financial responsibilities. Each party is financially responsible for the services it provides under its own laws and rules.

Conditions and Terms of Reimbursement

If a non-educational agency fails to provide or pay for services for which they are responsible and which are also considered special education and related services, the ***(insert school district)*** (or state agency responsible for developing the child’s IEP) shall provide or pay for these services to the

child in a timely manner. The *(insert school district)* or state agency may then claim reimbursement for the services from the non-educational agency that was responsible for the provision of the services and failed to provide or pay for these services and that agency shall reimburse the *(insert school district)* or state agency in accordance with the terms of this agreement.

XI. GENERAL PROVISIONS

(The following general provisions [in section XI] are suggested inclusions for local agreements. However, agency attorneys should be consulted.)

COMPLIANCE WITH LAWS

Each party shall comply with all Federal, State and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this agreement. The laws and regulations of the State shall govern the rights of the parties, the performance of this agreement and any disputes. If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law. Any changes in the governing laws, rules, and regulations during the term of this agreement shall apply but do not require an amendment.

NON-DISCRIMINATION

The parties shall comply with mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

TERMINATION

This agreement may be terminated as provided in accordance with State Statutes.

Each party shall have the right to terminate this agreement, with or without cause, by mailing the other parties written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination.

AMENDMENTS OR MODIFICATIONS

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.

In Witness whereof, the parties have executed this agreement on the dates stated in the following pages.

**Interagency Articulation Agreement to Support the
Transition Process of Students with Disabilities
for *(insert local region or district)***

(Create new signature page for each participating agency.)

In Witness whereof, this party has executed this agreement on the date stated below:

By: signature of agency/division head
Name, position
Agency/division

Date: _____