

**INTERAGENCY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE OHIO DEPARTMENT OF EDUCATION AND
THE OHIO REHABILITATION SERVICES COMMISSION**

A-05-04-1532

I. PURPOSE

This Agreement is entered into by the Ohio Department of Job and Family Services (hereinafter "ODJFS"), the Ohio Department of Education (hereinafter "ODE") and the Ohio Rehabilitation Services Commission (hereinafter "ORSC") for the purpose of ensuring support for each agency's responsibilities and efforts in the implementation of the Initiative for People with Learning Disabilities. The agencies agree to promote and lend support to Ohio's welfare and workforce system and its vision, principles and priorities through implementation of policies and resource sharing related to learning disabilities. —

II. DEFINITIONS

- A. ODJFS – Ohio Department of Job and Family Services
- B. ODE – Ohio Department of Education
- C. ORSC – Ohio Rehabilitation Services Commission

III. RESPONSIBILITIES OF ODJFS

- A. Agree to work cooperatively with ODE/ORSC toward the development and implementation of mutually-beneficial Memoranda of Understanding in all of Ohio's County Departments of Job and Family Services and Local One Stop areas. To achieve this, the agency will work in conjunction with the local Job and Family Services agencies (CDJFS), Rehabilitation Service Commission (RSC) and Adult Basic and Literacy Education agencies (ABLE). Activities under this section include:
 - 1. Attendance and participation in local planning and training activities for the Learning Disabilities Initiative.
 - 2. Participation in the Memorandum of Understanding development process at the local level which includes:
 - a. Establishing roles of each participating agency;
 - b. Establishing a common definition of learning disabilities (LD);
 - c. Establishing an intake process for common clients;
 - d. Determining an LD screening instrument(s) to be used;
 - e. Establishing a referral network for LD diagnosis;
 - f. Establishing a process for receiving and reviewing assessment results with the client;
 - g. Determining how assessment information will be used to determine services and provider(s);
 - h. Establishing other community contacts and resources;
 - i. Establishing follow-up process for client; and

- j. Evaluation impact of the LD service plan.
 3. Attendance and participation in state inter-agency LD team meetings. ;
 4. Provision of technical assistance by state level agency representatives as needed.
- B. It shall be the responsibilities of ODJFS, ODE and ORSC to provide cooperative cross agency training activities to educate and inform local partners about the availability and benefits of each agency's programs. Suggested activities may include the development of resource "notebooks" concerning each agency's services programs and LD strategies.
- C. Assist in the development of local, mutually-agreeable impasse resolution practices among local partners.
- D. The ODJFS Agreement Manager is Shanna Bagner, Equal Employment Opportunity (EEO) Regional Program Administrator.

IV. RESPONSIBILITIES OF ODE

- A. Agree to work cooperatively with ODJFS/ORSC toward the development and implementation of mutually-beneficial Memoranda of Understanding in all of Ohio's County Departments of Job and Family Services and Local One Stop areas. To achieve this, the agency will work in conjunction with the local Job and Family Services agencies (CDJFS), Rehabilitation Service Commission (RSC) and Adult Basic and Literacy Education agencies (ABLE). Activities under this section include:
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 - j. Evaluation impact of the LD service plan.
 3. Attendance and participation in state inter-agency LD team meetings.
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- B. It shall be the responsibilities of ODJFS, ODE and ORSC to provide cooperative cross agency training activities to educate and inform local partners about the availability and benefits of each agency's programs. Suggested activities may include the development of resource "notebooks" concerning each agency's services programs and LD strategies.
- C. Assist in the development of local, mutually-agreeable impasse resolution practices among local partners.

- D. The ODE Agreement Manager is Jeff Gove, ABLE Consultant.

V. RESPONSIBILITIES OF ORSC

- A. Agree to work cooperatively with ODE/ODJFS toward the development and implementation of mutually-beneficial Memoranda of Understanding in all of Ohio's County Departments of Job and Family Services and Local One Stop areas. To achieve this, the agency will work in conjunction with the local Job and Family Services agencies (CDJFS), Rehabilitation Service Commission (RSC) and Adult Basic and Literacy Education agencies (ABLE). Activities under this section include:
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 4. Provision of technical assistance by state level agency representatives as needed.
- B. It shall be the responsibilities of ODJFS, ODE and ORSC to provide cooperative cross agency training activities to educate and inform local partners about the availability and benefits of each agency's programs. Suggested activities may include the development of resource "notebooks" concerning each agency's services programs and LD strategies.
- C. Assist in the development of local, mutually-agreeable impasse resolution practices among local partners.
- D. The ORSC Agreement Manager is William Baker, Rehabilitation Program Specialist.

VI. TIME OF PERFORMANCE

- A. Effective Dates

This Agreement is effective from November 1, 2004 and will remain in effect until June 20, 2005, subject to the cancellation provisions contained in this Agreement. This Agreement may be renewed upon satisfactory performance by the parties, upon appropriation of funds for such, and by mutual agreement of the parties.

B. Termination

1. This Agreement may be terminated at the convenience of any party without cause upon thirty (30) days written notice of termination to the other parties. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement.
2. This Agreement may be terminated immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state laws, rules or regulations. In the event of termination pursuant to this paragraph B.2, a notice specifying the reasons for termination shall be sent as soon as possible after the termination to the non-terminating parties.
3. Notwithstanding Paragraph B, 1 above, this Agreement may not be terminated at the convenience of any party if the performance under this Agreement is compelled by State or Federal Statute or Executive Order.

VII. COMPENSATION

- A. This Agreement will be conducted at no cost to any party. No party will financially record any revenue or any expenditure as a result of this Agreement.
- B. All obligations in this Agreement are subject to the requirements of Section 126.07 of the Ohio Revised Code.

VIII. GENERAL PROVISIONS**A. Breach and Default**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default does not constitute waiver of subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

B. Amendments

This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the directors of the agencies. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments.

C. Equal Employment Opportunity

In carrying out this Agreement, the parties shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The parties shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

The parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the agencies comply with all applicable federal and state non-discrimination laws. The agencies shall, in all solicitations or advertisements for employees, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, gender, national origin, ancestry, sexual orientation, veteran status, disability or age. The parties agree that the foregoing requirements of this paragraph shall be incorporated in all of its contracts for any of the work prescribed herein.

D. Confidentiality of Information

The parties agree that they shall not use any information, systems, or records made available for any purpose other than to fulfill the obligations specified herein. The parties specifically agree to be bound by the same standards of confidentiality that apply to the employees of ODJFS, ODE, and ORSC and the State of Ohio. The

terms of this section shall be included in any subcontracts executed by any party for work under this Agreement. The parties specifically agree to comply with state and federal confidentiality laws and regulations applicable to the programs under which this agreement is funded. The parties are responsible for obtaining copies of all applicable rules governing confidentiality and for assuring compliance with the rules by employees and contractors of ODJFS, ODE, and ORSC. The parties agree to current and ongoing compliance with 42 U.S.C. Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The parties agree and acknowledge that the information provided by one or all parties may be considered confidential or proprietary under the laws of the State of Ohio or under federal law. If all party to this Agreement, as public entities, receives a public records request for information related to this document, the party receiving the request (Party "A") will promptly notify all other parties (Party "B") of the request. If Party "B" believes there is information that is confidential or proprietary and should not be released, Party "A" will provide a reasonable period of time for Party "B" to seek to have the confidential or proprietary information withheld from the document prior to releasing the document.

E. Compliance with Federal and State Laws, Rules and Regulations

ODJFS, ODE, and ORSC agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement.

F. Partial Invalidity

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible. Should the removal of such an unenforceable provision render the intended performance under this Agreement difficult or nonsensical, but not impossible, the parties shall negotiate in good faith replacement provision(s) in keeping with the objectives of the Agreement and the budgetary and statutory constraints of the parties.

G. Records Retention

All records relating to costs, work performed and supporting documentation for invoices submitted to ODJFS by ODE and ORSC along with copies of all deliverables submitted to ODJFS pursuant to this Agreement shall be retained and made available by ODE and ORSC for audit by the State of Ohio (including, but not limited to ODJFS, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three (3) years after final payment under this Agreement. If an audit is initiated during this time period, ODE and ORSC shall retain such records until the audit is concluded and all issues resolved or three (3) years after final payment, whichever is longer. If appropriate, ODE and ORSC must meet the requirements of the federal Office of Management and Budget (OMB) Circular A-87, A-110, A-122 or A-133.

H. Audit Exceptions

1. ODJFS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this Agreement as it pertains to federal or ODJFS funding of the Agreement. ODJFS shall promptly notify either ODE or ORSC, or both, of any adverse findings which allegedly are the fault of either of those agencies, or both agencies. Upon receipt of notification by ODJFS, the agency or agencies allegedly at fault shall fully cooperate with ODJFS and timely prepare and send to ODJFS its written response to the audit exception.
2. ODE and ORSC shall each be solely and separately liable for any audit exception that results solely from the acts or omissions of each in the performance of this Agreement. ODJFS shall be liable for any audit exception that results solely from its acts or omissions in the performance of this Agreement. In the event that audit exceptions result from the acts or omissions of two or all three of the agencies of ODJFS, ODE, and ORSC, the financial liability for the audit exception shall be shared by the responsible parties in proportion to their relative fault.

In the event of a dispute concerning the allocation of financial liability for audit exceptions, the parties agree that the dispute shall be referred to the Office of the Governor for a final, binding determination which will allocate financial liability.

3. For the purpose of this section, the term "audit exception" shall include federal disallowance and deferrals.

I. Liability Requirements (other than audit)

To the extent allowable by law, ODE and ORSC agree to be responsible for any liability, suits, losses, judgments, damages or other demands brought as a result of their actions or omissions in performance of this Agreement. ODJFS agrees to be responsible for any liability, suits, losses, judgments, damages or other demands brought as a result of its actions or omissions in performance of this Agreement.

J. Resolution of Disputes

The agencies agree that the directors of ODJFS, ODE, and ORSC shall resolve any disputes among the agencies concerning responsibilities under or performance of any of the terms of this Agreement. In the event the directors cannot agree to an appropriate resolution to a dispute they shall be referred to the Office of the Governor for a final, binding determination resolving the dispute.

K. Child Support Enforcement

ODE and ORSC agree to cooperate with any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of ODE and ORSC meet child support obligations established under state law. Further, by executing this Agreement, ODE and ORSC certify present and continued compliance with any court or administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

L. Drug-Free Workplace

By executing this Agreement, the parties certify and affirm that, as applicable to the parties, any subcontractor and/or independent contractor, (including all field staff) associated with the project agree to comply with all applicable state and federal laws including, but not limited to, 29 Code of Federal Regulations (C.F.R.) Part 98 and 45 C.F.R. Part 76 regarding a drug-free workplace. The parties shall make a good faith effort to ensure that all employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

M. Public Assistance Work Program Participants

By executing this Agreement, ODE and ORSC agree to cooperate with ODJFS and each County Department of Job and Family Services as required by law in providing employment and other work opportunities for recipients of assistance under in the Job Opportunity and Basic Skills (JOBS) program operated pursuant to Sections 5101.80 to 5101.81 of the Ohio Revised Code and recipients of food stamps who are required by law to obtain employment or participate in a work program activity.

N. Entirety of Agreement

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.

Signature Page Follows

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INTERAGENCY AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

APPROVED BY:

Ohio Rehabilitation Services Commission

Ohio Department of Job and Family Services


John M. Connelly, Executive Director
Ohio Rehabilitation Services Commission
400 East Campus View Blvd.
Columbus, Ohio 43235-4604


Thomas J. Hayes, Director
Ohio Department of Job and Family Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43215-3414

Date 10/29/04

Date 11/17/2004

Ohio Department of Education


Dr. Susan T. Zelman, Supt. of Public Instruction
Ohio Department of Education
25 S. Front Street, Stop 701
Columbus, Ohio 43215-4183

Date 10/20/2004