# Memorandum of Agreement (MoA) for the Iowa Blueprint for Change (IBC) Transition Pilot Program



The parties to this Memorandum of Agreement are the Linn-Mar Community School District (LMCSD), CRP (The Arc of East Central Iowa), Iowa Vocational Rehabilitation Services (IVRS), University of Iowa for the Centers for Evaluation and Assessment (U of I CEA) (collectively referred to as "University") and Griffin-Hammis Associates (GHA).

#### I. Purpose

The Iowa Blueprint for Change (IBC) project goal is focused on advancing and improving systems so that Iowans with disabilities who were either in subminimum wage employment, or are considered to be contemplating it, have competitive integrated employment (CIE) opportunities that lead to economic security. The transition pilot under the IBC project offers an opportunity for school districts to assist with the IBC goal by increasing the ongoing delivery of preparation, placement and support services that begin in early high school and result in uninterrupted transition to competitive integrated employment for youth with disabilities. The pilot is intended for students within the school district who meet the following qualifications for participation in the IBC program:

- Students who receive Social Security (SSI) benefits based on their own disability and/or have the most complex support needs as determined by the school district (Level 3 per Individualized Education Program)
- Students must be determined eligible for services with Iowa Vocational Rehabilitation Services (IVRS)
- Students must have a signed "Consent to Release Information to and from IVRS" form

#### II. Roles and Responsibilities

The parties agree to the following roles and responsibilities.

#### A. Training and Outreach

- 1. Linn-Mar Community School District (LMCSD) Responsibilities
  - a. In collaboration with IVRS, facilitate two technical assistance days or sessions; one day will consist of training for staff, while the other day will consist of information delivery for parents and students.
  - b. Facilitate professional learning sessions on the IBC Transition Pilot Program to relevant staff.
  - c. Develop a comprehensive brochure outlining the IBC Transition Pilot Program for distribution to parents and students.
  - d. The school staff and Youth Transition Team (YTT) staff will attend school conferences for outreach, to offer input, address questions, and potentially recruit students for the IBC Transition Pilot Program.

- e. Share information on professional learning with applicable staff and families.
- Allow for release time/substitutes if professional learning is outside of identified professional learning days.
- g. Attend required training as identified and approved by the IBC team to receive certification to provide supported employment services.
- h. Participate in regular consultative meetings with the IVRS counselor for support.
- i. Ensure that all printed materials are accessible and have the appropriate disclaimers, as required by 2 CFR 200 and the DIF Grant Anticipation Note (GAN).

### Iowa Vocational Rehabilitation Services (IVRS) Responsibilities

- a. Coordinate with school and CRP staff to schedule a day for technical assistance for educators and a day to present information for students and parents.
- Participate in the coordination of content for technical assistance days, in conjunction with LMCSD.
- Attend technical assistance days for educators and parents/students.
- d. Participate in regular consultative meetings to provide support to the transition team.
- e. Review and approve all printed materials.

#### 3. The Arc of ECI Responsibilities

a. Attendance at technical assistance days.

#### 4. GHA Responsibilities

- a. Attend and participate in technical assistance days along with other identified partners.
- b. Coordinate materials for outreach and technical assistance (and submit for approval to IVRS IBC team prior to dissemination).

# B. Information gathering to select potential IBC Transition Pilot participants.

- LMCSD Responsibilities
  - Identify students that are appropriate for the IBC Transition Pilot based on the criteria in the Purpose section of this MOA.
  - b. Refer students to IVRS in advance of participation to avoid delays in service during eligibility determination.
  - c. Ensure a "Consent to Release Information to and from IVRS" form has been completed and documented in ACHIEVE and notify IVRS once completed.
  - d. Provide any necessary information from school records or IEP to IVRS as needed.

#### IVRS Responsibilities

- a. Assist responsible parties in the process of referral, as needed.
- b. Verify a "Consent to Release Information to and from IVRS" form has been completed with each participant.
- c. Conduct intake for IVRS services for each referred student.

d. Determine eligibility for IVRS services for each referred student and inform all parties of the eligibility decision.

e. Inform all parties when each participant is removed from the waiting list and placed into services.

3. The Arc of ECI Responsibilities

a. Make referrals on any potential students within the district that meet IBC qualifications, but have not yet been referred.

GHA Responsibilities

a. Be available to all partners to staff potential student referrals as requested.

# C. Provision of Services Through Case Closure.

LMCSD Responsibilities

a. Collaborate with IVRS and The Arc of ECI to provide support with the development of the IPE.

b. Provide IVRS and The Arc of ECI with information regarding the student's strengths, interests, and abilities in regards to employment.

- c. Update Individualized Education Program (IEP) for each participant, as applicable, to align the work goal on the IEP with the employment goal on the IVRS IPE.
- d. Assure there is no duplication of transition services provided by other established transition programs within the district.
- e. Enter services provided and case notes direction into the IRSS interface within five business days, or before the end of the calendar quarter, whichever comes first.
- f. Submit progress reports to the IVRS Contract Manager on a quarterly
- g. Maintain the Youth Transition Team (YTT) for continuous unique and individualized service delivery.
- h. Assume responsibility for organizing and overseeing all services provided within the schools, and ensure alignment with the district's service delivery plan for secondary transition services.

i. Provide services and supports to participants in the school district, based on participant's individual needs.

Provide linkages to community resources, information, and service providers for post-graduation transition plans.

k. Notify all parties of any changes in participants (e.g., relocation out of the school district, request for file closure, incarceration, etc.).

IVRS Responsibilities

a. Develop an IPE for each participant in order to identify a work goal and services needed, amend as needed, and provide copies to LMCSD.

b. Conduct comprehensive annual reviews for each participant.

c. Coordinate with The Arc of ECI on the development and maintenance of business partnerships for participants.

d. Authorize and pay for services that are agreed upon and outlined on the participant's IPE. Page 3 of 7

e. Provide innovative assistive technology technical assistance to participants and the LMCSD, as applicable.

f. Provide innovative benefits planning technical assistance to participants

and the LMCSD, as applicable.

g. Provide innovative self-employment technical assistance to participants and the LMCSD, as applicable.

h. Determine when each participant's employment has stabilized and close the case based on IVRS policy.

Notify all parties of any changes in participants (e.g., relocation out of the school district, request for file closure, incarceration, etc.).

#### The Arc of ECI Responsibilities

 a. Provide regular updates to all parties on progress of participants who are receiving services provided by The Arc of ECI.

b. Work closely with GHA and IVRS on the fidelity model for CE.

c. Develop and maintain partnerships with local businesses to promote the CE process and job placement for participants in the IBC Transition Pilot Program.

d. Provide necessary documentation to involved parties, as outline in various service agreements (e.g., provide necessary documentation to IVRS for payment, provide necessary documentation to GHA for mentoring, provide necessary documentation to the LMCSD, etc.).

#### GHA Responsibilities

a. Be available for any scheduled meetings for the IBC participant, as applicable.

b. Provide mentoring and technical assistance to The Arc of ECI, in accordance with the contract between IVRS and GHA.

#### D. Local Evaluation – U of I CEA

1. The local evaluation team will provide evaluation in all of the previous sections of this MOA, as outlined in the evaluation plan and as agreed upon under the contract between IVRS and U of I CEA.

#### III. Performance Measures

The parties will work cooperatively to:

- 1. Case notes will be completed directly into the IRSS Interface within five business days or by the end of the quarter, whichever occurs first.
- 2. Staging records will be completed and provided to IVRS Counselor staff monthly.
- 3. 100% of IBC program participants meet the eligibility criteria (per the Eligible Program Participants section).
- 4. Provide outreach quarterly to students/families about the program as identified on the outreach tracking sheet.

5. At least 5 students will participate in the program during FFY 25.

6. All CE activities need to be completed by the end of FFY25 for IBC participants.

# IV. Term of Memorandum of Agreement

This Agreement will become effective on October 1, 2024, and will continue until September 30, 2025.

#### V. Right to Terminate

This agreement may be terminated for any reason by any of the parties upon 30 days' written notice with the understanding that, as a result of termination, the IBC Transition Pilot Program would be discontinued.

#### VI. Limitation of Agreement

The parties understand that this Agreement is not a contract and is not binding. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed here, and supersedes all prior understandings or agreements, oral or written, with respect to this subject matter.

#### VII. Relationship of Parties

No agent or employee of any party shall be deemed an agent or employee of any other party. Each party will be solely and entirely responsible for the acts of its employees, agents, subcontractors, and volunteers. This Agreement is executed for the benefit of the parties. It is not intended, nor may it be construed, to create any third-party beneficiaries.

#### VIII. Indemnification

Each party agrees to defend, indemnify, and hold the other(s) harmless from any and all liability, damages, expenses (including attorney fees and court costs), and claims for loss or injury of any kind, in connection with any claims that arise from a party's own action or omissions by that party or its employees, agents, subcontractors, or volunteers. Notwithstanding the foregoing,

University and IVRS agree to be responsible to the full extent permitted by the Iowa Tort Claims Act, Iowa

Code Chapter 669, for any and all claims for wrongful death, personal injury or property damage directly arising from their activities under this Agreement and resulting directly from the negligence or wrongful acts or omissions of itself or its employees acting within the scope of their employment.

Access to Confidential Data. Employees and agents to parties in this MOA may have access to confidential data regarding clients and applicants maintained by IVRS only to the extent necessary to carry out its responsibilities under this MOA. Personal records of clients and applicants shall be kept private and confidential in compliance with all applicable state and federal laws and regulations including, without limitation, state statutory requirements contained in Iowa Code Chapter 259 (2019), Iowa Code §22.1, and 281 Iowa Administrative Code 56.33. Information shall not be disclosed to anyone unless authorized in writing by IVRS; provided, however, that client personal information may be made available to prospective employers and the Client Assistance Program of the Division on Disabilities of the Iowa Department of Human Rights on a selective basis pursuant to a Release of Information form signed by the client or applicant. In addition, this information may be made available to persons or entities having responsibilities under the Rehabilitation Act including appropriate federal and state governmental authorities involved in the administration of the Rehabilitation Act. Clients and applicants will be allowed access to their own information unless the records or information are exempt from disclosure. Contractor shall provide to IVRS a written description of its policies and procedures to

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safeguard confidential information upon request. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.

No Dissemination of Confidential Data. No confidential individual record data collected, maintained, or used in the course of performance of parties in this MOA shall be disseminated except as authorized by law or this MOA and with the written consent of IVRS, either during the period of the MOA or thereafter. Any data supplied to or created by the parties of the MOA shall be considered the property of IVRS. Any and all data collected, maintained, created, provided, or used in the course of the performance of the MOA, in whatever form it is maintained, shall be returned to IVRS promptly at their request.

Research and Evaluation. Personal information may be shared by parties to this MOA engaged in audit, evaluation, or research only for purposes directly connected with the administration of the IBC program and only if, in accordance with a written agreement, the organization, agency, or individual assures that:

1. The information will be used only for the purposes for which it is being provided;

2. The information will be released only to persons officially connected with the audit, evaluation, or research;

3. The information will not be released to the involved individual;

4. The information will be managed in a manner to safeguard confidentiality; and

5. The final product will not reveal any personal identifying information without the informed written consent of the involved individual or the individual's representative.

Date: 107

Date: 10.9.21

Barry Buchholz, Linn-Mar Board President

Linn-Mar Community School District

3556 Winslow Road Marion, IA 52302

319-447-3359

barry.buchholz@linnmar.k12.ia.us

Theresa Lewis, Executive Director

The Arc of East Central Iowa

680 2nd Street SE

Cedar Rapids, IA 52401

(319) 540-5770 tlewis@arceci.org

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]	Date: _	
Dr. James Williams, CRC, ACAS, Administrator Vocational Rehabilitation Services Iowa Workforce Development 1000 E. Grand Avenue Des Moines, IA 50319 (515) 829-6035 james.williams@iwd.iowa.gov		
Beth Keeton, Executive Director Griffin-Hammis Associates 4514 Chamblee Dunwoody Road Suite 412 Atlanta, GA 30338 (813) 486-1214 bkeeton@griffinhammis.com	Date: _	12/16/24
Listollingworth	Date:	10/16/24
Liz Holingworth, PhD, Director University of Iowa Center for Evaluation and Assess N491 Lindquist Center Iowa City, IA 52242 (319) 384-3543 Liz-hollingworth@uiowa.edu	ment	
Wendy Beaver, Executive Director University of Iowa Division of Sponsored Programs		12/6/2024
100 Gilmore Hall Iowa City, IA 52242 319-335-2122 wendy-beaver@uiowa.edu		