

**INTERAGENCY AGREEMENT
Agreement No. 20250306**

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION

Physical: 600 Washington Street SE
Mailing: PO Box 47200
Olympia, WA 98504-7200

and

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES
DEVELOPMENTAL DISABILITIES ADMINISTRATION**

PO Box 455600
Olympia, WA 98504

Federal Identification #91-6001088

and

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES
DIVISION OF VOCATIONAL REHABILITATION**

Physical: 4565 7th Avenue SE Lacey, WA 98503
Mailing: PO Box 45340 Olympia, WA 98504-5340

Federal Identification #91-6001088
Unified Business Identifier #342-007-865

and

WASHINGTON STATE DEPARTMENT OF SERVICES FOR THE BLIND

3411 South Alaska Street
Seattle, WA 98118

Federal Identification #91-1001714

THIS AGREEMENT is made and entered into by and between the Department of Social and Health Services (DSHS) Division of Vocational Rehabilitation, hereinafter referred to as "DVR," the Department of Social and Health Services Developmental Disabilities Administration, herein after referred to as "DDA", the Washington State Department of Services for the Blind, hereinafter referred to as "DSB", and the Office of Superintendent of Public Instruction, hereinafter referred to as "OSPI."

PURPOSE OF THIS AGREEMENT

This Agreement is necessary for the successful implementation and operation of clarifying roles and responsibilities of each partner agency in coordinating activities that promote successful secondary transitions for students with disabilities.

OSPI, DVR, and DSB are responsible for promoting the required provision of secondary transition

services to students who are eligible for special education services under the Individuals with Disabilities Education Act (IDEA). DVR and DSB also provide generalized pre-employment transition and individualized transition services for eligible and potentially eligible students with disabilities who are receiving special education and 504 services or who have documented disabilities, per the Rehabilitation Act of 1973, as amended.

The Rehab Act of 1973 was amended and incorporated into Title IV of the 2014 Workforce Innovation and Opportunity Act (WIOA), under which DVR and DSB are required to provide

- Pre-employment transition services for potentially eligible or eligible students with disabilities that are:
 - the earliest set of services,
 - short-term in nature, and
 - include all five direct service activities
- Transition services for students or youth with disabilities in an Individual Plan for Employment (IPE) that help further develop career interests through:
 - post-secondary education,
 - vocational training,
 - employment services for job search, obtain, and retain employment.

Pre-employment transition services and transition services are frequently provided in concert with education, and this agreement will serve as a basis for how OPSI, DVR and DSB support collaboration with Local Educational Agencies (LEA) in planning and provision of those services.

This Program Agreement satisfies the requirement for DSB and DVR to have an Interagency Agreement with the State Educational Agency (SEA).

In addition to satisfying requirements under IDEA and WIOA for interagency coordination, this agreement further outlines roles, responsibilities and agreements by each partner agency, including DDA, to share information with students, families and schools about the different disability support resources available through state and local programs, to collaborate on systems change efforts aimed at building inclusive communities, and to encourage collaboration at the individual level among schools, families and agency representatives.

THEREFORE, IT IS MUTUALLY AGREED THAT:

OSPI is the primary agency charged with overseeing public K-12 education in Washington state. Working with the state's school districts and state-tribal education compact schools, OSPI allocates funding and provides tools, resources, and technical assistance so every student in Washington is provided a high-quality public education, and all students are prepared for post-secondary pathways, careers, and civic engagement.

DSHS, consisting of five administrations, one division, and the Office of the Secretary, is tied together by a single mission of transforming lives. DSHS's Division of Vocational Rehabilitation transforms lives by assisting individuals with disabilities to fully participate in their communities through meaningful employment. DSHS's Developmental Disabilities Administration transforms lives by providing support and fostering partnerships that empower people with intellectual and developmental disabilities to live the lives they want.

DSB provides services for people of all ages who are blind, low vision or DeafBlind in the state of Washington, assisting individuals to gain, retain or promote employment. DSB services support independence, inclusion and economic vitality for individuals with a visual disability.

VISION/GUIDING PRINCIPLES

Each of the participating agencies plays a role in supporting students with disabilities to make successful transitions from school to post school activities, including participation in Competitive Integrated Employment.

We all recognize that employment is critically important to one's sense of identity and perceived success in society. It is at the heart of the Individuals with Disabilities Education Act (IDEA), whose purpose is, "to ensure that all children with disabilities have available to them a free and appropriate public education (FAPE) that emphasizes special education, and related services designed to meet their unique needs and prepare them for further education, employment, and independent living." Furthermore, IDEA requires FAPE to be provided to the maximum extent appropriate in the Least Restrictive Environment (LRE) so that students can be educated with children who are non-disabled in inclusive environments. The broad guiding principles for the provision of transition services in Washington state listed below are designed to layer on and extend beyond the supports that are available for all individuals.

- Washington is an employment-first state, part of a national systems-change framework centered on the premise that all individuals, including those individuals with the most significant disabilities, are capable of full participation in Competitive Integrated Employment (CIE).
- Transition services for youth should be individualized for each individual student consistent with their unique strengths, priorities, concerns, abilities, capabilities, interests, and informed choice
- Work experience is a critical component of transition services for all youth, and those experiences should be provided in real-life settings and situations.
- The goal of transition services is preparation for competitive and integrated employment.
- All who provide transition services must hold the highest expectation for each youth to pursue a career that matches and expands their individual strengths, interests and aptitudes.

DEFINITIONS

For the purposes of the Program Agreement, the following definitions apply:

Competitive and Integrated Employment: The concept of competitive and integrated employment is key to the goals of vocational rehabilitation services under WIOA. The vocational rehabilitation employment goal, and outcome, need to meet the criteria of both competitive and integrated. Workforce Innovation and Opportunity Act (WIOA) defines competitive integrated employment (CIE) as work that is performed on a full-time or part-time basis for which an individual is:

- Compensated at or above minimum wage and comparable to the customary rate paid by the employer to employees without disabilities performing similar duties and with similar training and experience;
- Receiving the same level of benefits provided to other employees without disabilities in similar positions;

- At a location where the employee interacts with other individuals without disabilities; and
- Presented opportunities for advancement similar to other employees without disabilities in similar positions.

Free Appropriate Public Education (FAPE): means special education and related services that are provided at public expense, under public supervision and direction and without charge that meet the standards of the OSPI and IDEA, include an appropriate preschool, elementary school or secondary school education in the state and are provided in conformity with an individualized education program (IEP). WAC 392-172A-01080

IDEA: means the Individuals with Disabilities Education Act of 2004.

Individualized Education Program: or IEP means an individualized written statement of an educational program for a student eligible for special education services that is developed, reviewed, and revised in accordance with special education rules. WAC 392-172A-03090

- Transition Services as defined in WAC 392-172A-01190 are required to be a part of the IEP for students beginning no later than the first IEP to be in effect with the student turns age sixteen.

Individualized Plan for Employment: or IPE, is a written agreement that documents important decisions made between the customer and a vocational rehabilitation counselor concerning the customer's path to employment, including responsibilities agreed upon by DVR and/or DSB and the customer, and the vocational rehabilitation services to be provided. The individualized plan for employment shall be designed to achieve the employment outcome of the customer consistent with the unique interests, strengths, resources, priorities, concerns, abilities, and capabilities of the individual. The employment goal shall entail placement in a competitive and integrated setting.

Pre-Employment Transition Services: DSB and DVR provide Pre-Employment Transition Services to students in secondary and post-secondary education. Pre-Employment Transition Services are the earliest set of transition services and are available to potentially eligible and VR-eligible students beginning at age 14 through 21 years of age.

The five required Pre-Employment Transition Services are for potentially eligible or eligible students with disabilities. They are the earliest set of transition service, short term in nature and include the following five required activities:

- (i) Job exploration counseling;
- (ii) Work-based learning experiences, which may include experiences outside the traditional school setting, that is provided in an integrated environment in the community to the maximum extent possible. Activities might be in-person or remote, including informational interview, job-shadowing, job site tours, paid work experiences and internships;
- (iii) Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education;
- (iv) Workplace readiness training to develop social skills and independent living; and
- (v) Instruction in self-advocacy (such as person-centered planning, disability disclosure, self-determination, making informed choices, etc.), which may also include peer mentoring (including peer mentoring from individuals with and/or without disabilities working in competitive integrated employment).

Note: Pre-Employment Service funding for potentially eligible students support arranging for and the direct provision of these services and does not fund other supporting needs such as transportation.

Related Services: means transportation and other developmental, corrective, or other supportive services required to assist a student to benefit from the provision of specially designed instruction. WAC 392-172A-01155

School to Work: means a seamless transition for students with intellectual/developmental disabilities from school to adulthood through employment services and connecting students to the necessary resources for success.

Student: The term “student” has many meanings among the signatories.

- For purposes of special education and related services defined by IDEA, a student eligible for special education means a student who has been evaluated and determined to need special education because of having a disability and adverse educational impact, with unique needs requiring special education and related services.
 - Per WAC 392-172A-02000(c), a student determined to be eligible for special education can remain eligible if determined to be needed by the IEP through the school year the student turned twenty-one. The student whose twenty-first birthday occurs before or on August 31st would no longer be eligible for special education services.
- The age range for a student with a disability for Vocational Rehabilitation services aligns with the above OSPI/IDEA definition for a student. The categorization for a student with a disability is significant for VR Pre-Employment Transition Services. Eligibility for VR Transition Services relies on the definition for a youth with a disability rather than a definition for a student with a disability. The VR definition of students with a disability represents a subset of the broader VR category youth with a disability.
- DDA serves eligible persons of all ages with a developmental disability as defined in RCW 71A.10. DDA supported employment services are available to eligible clients at age 20 and graduating from high school before a July or August birthday, age 21 and no longer eligible to enroll in high school, or age 22 and older. WAC 388-845-2110.

Transition Services

- Transition Services for the purposes of special education and related services defined by IDEA are: a coordinated set of activities for a student eligible for special education services that is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the student to facilitate his or her movement from school to post-school activities, including postsecondary education, vocational education, integrated employment, supported employment, continuing and adult education, adult services, independent living, or community participation.
 - Transition services are based on the individual student needs, taking into account the student’s strength, preferences and interest and;
 - Includes instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and provisions of a functional vocational evaluation. WAC 392-172A-01190
- Transition Services for the purposes of the vocational rehabilitation program: transition services for eligible students or youth with disabilities through an Individualized Plan for

Employment (IPE), which begin with pre-employment transition services the earliest set of services available to potentially eligible and eligible students, that help to develop and inform individual career interests leading to post-secondary education, vocational training and employment. A potentially eligible student is a student with a disability who: is in high school or a post-secondary education training program; is 14 to 21 years old; has an IEP, 504 Plan, or a documented disability; and has not been determined eligible or ineligible for DVR.

- Through its contract with county entities, DDA funds and supports information, education and outreach efforts to inform and/or educate the public about intellectual and developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

Summary Table of Transition Service				
Agency	Purpose	Age Range	Eligibility Requirements	Description of Services
OSPI	Special Education and Related Services	No later than age 16 and through age 21 if determined as needed by an IEP team	Must have an IEP. All students with an IEP are required to have an IEP Transition Plan no later than age 16	Transition assessments, appropriate and measurable post-secondary goals, individualized transition services, relevant course of study, coordination with adult service agencies and IEP goals that support post-secondary goals.
DVR	Vocational Rehabilitation Programing	Not younger than 14 years of age and not older than 24 years of age.	Youth must apply for and be eligible for services as per WAC 388-891A-0500	<p>(1) Promote movement from school to post-school activities, including postsecondary education, vocational training, competitive integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation.</p> <p>(2) Address individual needs, considering preferences and interests.</p> <p>(3) Include instruction, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, functional vocational evaluation and acquisition of daily living skills; and</p> <p>(4) Promote or facilitate the achievement of the employment outcome identified in youth's individualized plan for employment.</p>

Summary Table of Transition Service				
Agency	Purpose	Age Range	Eligibility Requirements	Description of Services
DSB	Vocational Rehabilitation Programming	Typically begin at age 14 and can be provided through age 24.	Youth must apply and be determined eligible for services as described in WAC 67-25-125: and have an active Individualized Plan for Employment listing services needed	(1) Promote movement from school to post-school activities, including postsecondary education, vocational training, competitive integrated employment (including supported employment), continuing and adult education, adult DDA services, independent living, or community participation. (2) Address individual needs, considering preferences and interests. (3) Include instruction, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, functional vocational evaluation and acquisition of daily living skills; and (4) Promote or facilitate the achievement of the employment outcome identified in youth's individualized plan for employment.
DDA	Information, Education, Referral Services	All ages	None	Community information and education are activities to inform and/or educate the public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

Vocational Rehabilitation or VR is a set of services designed to empower people with disabilities to achieve a greater quality of life by obtaining, advancing, and maintaining employment. Services are authorized by the Rehabilitation Act of 1973, as amended by WIOA. Both DVR and DSB provide vocational rehabilitation services.

Workforce Innovation and Opportunity Act of 2014, or WIOA, is the federal legislation that reauthorized and amended the Rehabilitation Act of 1973 and brought closer collaboration among all federally funded workforce delivery services. Title IV of WIOA guides the provision of vocational rehabilitation services to individuals with disabilities.

Youth with a disability – Distinguished from the definition of a student with a disability based on age range and requirement to be a student. The maximum age range for a youth with a disability

is through age 24 years. Youth with a disability is a broad category, of which students with a disability is a subset – All students are considered youth, but not all youth are considered to be students. Individualized VR transition services are available to VR-eligible youth.

STATEMENT OF WORK

The OSPI, DVR, DDA, and DSB shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

The State agency partners to this agreement commit to coordination and will do this by doing the following:

- Disseminate this agreement to Local Educational Agencies (LEAs) including special education directors, to DVR, DDA and DSB staff, and, for pre-employment transition services, 504 coordinators. Encourage further dissemination to school counselors and principals.
- Make this agreement readily available to students and families.
- Through scheduled and informal communications and community partner connections, promote outreach to identify, as early as possible, students who may be eligible for transition services from schools, DVR, or DSB, including students who are receiving special education services, students receiving accommodations, aids, and services under Section 504 of the Rehabilitation Act of 1973, and students who have otherwise documented disabilities and may benefit from pre-employment transition services and/or transition services, and to identify and encourage connection to DDA for students potentially eligible for services from DDA. Outreach activities might include joint webinars, prerecorded modules, conference presentations, newsletters, etc.
- Communicate regularly among state and local entities to identify and address gaps in transition services and the coordination of services between state and local agencies.
- Explore and identify the transition needs of students with disabilities who have been significantly impacted by trauma, have been identified as at-risk of drop out and have had interactions with the legal system. Integrate supports into existing state initiatives as applicable. Supports might include outreach with youth/family legal advocacy groups and institutional education providers, participating in institutional education meetings, developing guidance, etc.
- Support eligible students with disabilities to engage with the broadest transition team possible, and encourage LEAs to provide early invitations to DVR, DDA and DSB staff for IEP consultation and technical assistance.
- Promote individualized and student-centered planning, with post-secondary goals consistent with student interests, strengths, preferences, resources, priorities, concerns, abilities, and informed choice.
- Promote the expansion of inclusive practices in school, employment and community settings, through outreach, communication and training highlighting the connection between access to inclusive settings in early years and positive post-school outcomes in employment, post-secondary education and independent living.
- Promote and participate in transition planning between LEAs and DVR, DDA and DSB to ensure seamless and coordinated transition services for students.
- Share training materials developed by the agencies or their agents and extend invitations to trainings using these materials to LEAs and DVR, DDA and DSB staff.

- Coordinate outreach efforts – ensure those individuals who qualify for DDA, DVR and/or DSB get connected to those service provider agencies
- Establish and maintain a shared access point for training materials; outreach efforts; information on Supported Decision Making; Alternatives to Legal Guardianship; and other knowledge-sharing materials.
- Collaborate to identify and implement high quality pre-employment transition and transition services.
- Invite partner agencies to statewide meetings as needed for cross training or education.
- Review this agreement annually to determine if modifications are needed.
- Joint continuous improvement activities and guidance development to support the expansion, use and positive outcomes associated with Assistive Technology.

OSPI Responsibilities

- Monitor LEAs for compliance with the IDEA 2004 requirements.
- Provide technical assistance to LEAs to highlight the LEA's obligation to work with students and their families to develop appropriate IEPs, to include transition services individualized to each student based on transition assessment. Technical assistance will include delivering IEP training to LEA directors' regional meetings and via training modules located on the OSPI's website.
- Support LEAs with technical assistance for IEP development to include age-appropriate career exploration as early as necessary.
- Encourage LEAs to identify for DVR, DDA and DSB staff a point of contact within the district, including the district's 504 coordinator or designee.
- Encourage LEAs to identify a point of contact within the district to facilitate on-campus meeting spaces for DVR, DDA and DSB staff to meet with students and staff during scheduled visits.
- Widely distribute the contact information of the DVR and DSB staff assigned to a local school or region, and post links to contact information on the OSPI website.
- Encourage LEAs to invite DVR, DDA and DSB staff to participate and engage in secondary transition planning meetings as appropriate to promote inter-agency collaboration.
- Participate or delegate participation upon the DSB and DVR State Rehabilitation Councils and relevant subcommittees.
- Invite the DVR Director and/or DSB Director to participate on the Special Education Advisory Council (SEAC).
- Identify and prioritize statewide and regional issues that adversely impact student transition planning needs.

DVR/DSB Responsibilities

- Inform and provide technical assistance regarding this document to DVR and DSB staff.
- Support DVR and DSB staff in provision of technical assistance and encourage collaborative efforts among DVR and DSB staff and LEAs around the provision of pre-employment transition to potentially eligible or eligible students, and/or transition services to eligible youth.
- Provide or arrange for the provision of pre-employment transition services to students and/or transition services to youth with transition IEPs, 504 Plans, or documented disabilities in collaboration with LEAs.
- Collaborate with LEAs to conduct outreach in cooperation with LEA personnel to identify potentially eligible and/or eligible students who are in need of pre-employment transition and youth in need of transition services.
- Through outreach, provide information to LEAs about the range of available DVR and DSB

services, including pre-employment and transition services.

- Collaborate with OSPI to receive input on revisions to DVR and/or DSB policy and procedure manuals related to high school transition.
- Develop and approve individualized plans for employment (IPE) as early as possible during the transition planning process, and ensure IPEs are closely aligned with student IEPs and other educational transition planning. Develop IPEs for VR-eligible 504-identified students, as well as eligible students with documented disabilities.
- Participate or delegate participation on the OSPI Special Education Advisory Council.

DDA Responsibilities

- Inform and provide technical assistance regarding this document to DDA staff and County partners.
- Support DDA staff and Counties in the provision of technical assistance and encourage collaborative efforts among DDA, DVR, DSB and LEAs around transition planning for potentially DDA eligible or DDA eligible students.
- Collaborate with LEAs to inform students and their families about DDA services available.
- Collaborate with LEAs to maintain updated contact information and make every effort to have a DDA representative attend, when invited, an IEP meeting for DDA eligible, or likely DDA eligible students 16-21 years old.
- Collaborate with OSPI, DVR and DSB to receive input on DDA systems processes.
- DDA provides services to eligible clients under age 21 in home and community-based settings that assist in their preparation for independent living as adults.
- Through case management service, DDA assists in identifying and coordinating available DDA services with the transition services provided by schools and/or DVR and DSB.
- Through outreach and collaboration, DDA also supports seamless transitions, and DDA provides supported employment services for eligible individuals at age 20 and graduating from high school before a July or August birthday, at age 21 and no longer eligible to enroll in high school, or age 22 and older. WAC 388-845-2110.

Implementation of [Senate Bill 5790](#) (SB 5790) Agency Responsibilities

- OSPI will collaborate with DVR, DSB and DDA to:
 - Establish interagency agreements with the agencies named in SB 5790;
 - Establish a process to annually document and collect student consent to share student information at the close of each school year with named state transition agencies to support early connection to services they are potentially eligible for; and
 - To the extent that data is available, monitor post-secondary outcomes for students eligible for special education as it relates to SB 5790.
- DDA will collaborate with OSPI, DVR, and DSB to:
 - Create a statewide council
 - Establish regional interagency transition networks and
 - Establish a process for receiving the individual student data of those who consent to share information with state transition agencies, and use that data to support earlier connections.
- DVR will collaborate with OSPI, DDA, and DSB to:
 - Establish a school to work program in all counties in the state to work with all students with intellectual and developmental disabilities who are potentially eligible to receive adult support services from the developmental disabilities administration.
 - Create a Statewide Transition Council.

- Establish regional interagency transition networks and
- Establish a process for receiving the individual student data of those who consent to share information with the state transition agencies.

Service Delivery/Financial Responsibility

(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 DVR and DSB staff while a student is in secondary school include outreach, pre-employment transition services, information and referral, and counseling and guidance to plan for post-school services and activities.

a.) Pre-Employment Transition Services are typically provided in collaboration with LEAs. If an LEA is providing any or all of the five required pre-employment transition services, DVR and DSB may not financially replace the services the LEA is already providing. The local LEA and DVR and DSB staff are encouraged to work together to determine which pre-employment transition services are currently provided by LEAs, and which pre-employment transition services may be provided by DVR and/or DSB.

b.) There is no cost to the LEA or the student or parent/guardian for outreach, information and referral, or counseling and guidance provided by DVR and DSB staff related to IEP and/or consultation and planning for a student with a 504 plan. While the student is in secondary school, DVR and DSB is only authorized to pay for transition or accommodation services that are outside the scope of services available to a student under an IEP or 504 plan.

c.) DVR and DSB 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. DVR and DSB staff develop an IPE with each eligible student as early as possible and at a time that DVR and DSB staff, the student and parent/guardian determine appropriate, to ensure services and supports are in place as the student leaves secondary school and begins post-secondary activities. Services provided under a DVR and DSB IPE are coordinated with the services in a student's IEP or 504 plan. Services on the IPE that are the responsibility of the LEA are identified as comparable services and benefits.

(3) The criteria for determining financial 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.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of execution by OSPI, and be completed on August 31, 2027, unless terminated sooner as provided herein.

PAYMENT

This is a non-financial Agreement. In no event shall either party seek compensation for work performed under this Agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

The OSPI, DVR, and DSB certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The OSPI, DVR, and DSB further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. The OSPI, DVR, and DSB may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration, and Washington State vendor debarment list.

CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this contract. Any changes to this information shall be communicated to the other party in writing as soon as reasonably possible.

DSHS DDA	DSB	OSPI	DSHS DVR
Branda Matson Employment and Day Program Unit Manager Developmental Disabilities Administration P.O. Box 455600 Lacey, WA 98503 Phone: (360) 890 0383 Email: Branda.Matson@dshs.wa.gov	Michael MacKillop Executive Director WA State Department of Services for the Blind 3411 South Alaska Street Seattle, WA 98118 Phone: (206) 906-5520 Email: michael.mackillop@dsb.wa.gov	David Green Assistant Director of Operations, Special Education PO Box 47200 Olympia, WA 98504-7200 Phone: (360) 819-7589 Email: david.green@k12.wa.us	Pablo Villarreal Assistant Director, Youth and Workforce P.O. Box 45340 Olympia, WA 98504-5340 Phone: (509) 220-3963 Email: pablo.villarreal@dshs.wa.gov

CREATIVE COMMONS ATTRIBUTION LICENSE

DVR and DSB understands that, except where otherwise agreed to in writing or approved by OSPI or the Contract Manager, all original works of authorship produced under this Agreement shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials OSPI, DVR, and DSB has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under this Agreement, but that incorporate pre-existing materials not produced under this Agreement, OSPI, DVR, and DSB will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If OSPI, DVR, and DSB would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

OSPI, DVR, and DSB warrants and represents that OSPI, DVR, and DSB has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal statutes and rules
- Statement of work
- Any other provisions of the Agreement, including materials incorporated by reference

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

RIGHTS IN DATA

Copyright in all material created by OSPI, DVR, and DSB and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and DVR and DSB may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which DVR and DSB provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by DVR and DSB or such other party as determined by Copyright Law and/or DVR and DSB's internal policies; however, for any such materials, DVR and DSB hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to OSPI to use the material for OSPI internal purposes.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

Either party may terminate this Agreement upon thirty (30) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION DUE TO FUNDING LIMITATIONS OR CONTRACT RENEGOTIATION, SUSPENSION

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion of this Agreement, with the notice specified below and without liability for damages:

- a. At OSPI's discretion, OSPI may give written notice of intent to renegotiate the Agreement under the revised funding conditions.
- b. At OSPI's discretion, OSPI may give written notice to DVR and DSB to suspend performance when OSPI determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow DVR and DSB's performance to be resumed.
 - 1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - 2) When OSPI determines that the funding insufficiency is resolved, it will give DVR and DSB written notice to resume performance, and DVR and DSB shall resume performance.
 - 3) Upon the receipt of notice under b. (2), if DVR and DSB is unable to resume performance of this Agreement or if DVR and DSB's proposed resumption date is not acceptable to OSPI and an acceptable date cannot be negotiated, OSPI may terminate the Agreement by giving written notice to DVR and DSB. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. OSPI shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.
- c. OSPI may immediately terminate this Agreement by providing written notice to DVR and DSB. The termination shall be effective on the date specified in the termination notice. OSPI shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to OSPI in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be

given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION PROCEDURE

Upon termination of this Agreement, OSPI, in addition to other rights provided in this Agreement, may require DVR and DSB to deliver to OSPI any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

OSPI shall pay to DVR and DSB the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by DVR and DSB and OSPI for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by OSPI, and (d) the protection and preservation of the property, unless the termination is for cause, in which case OSPI shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Agreement. OSPI may withhold from any amounts due to DVR and DSB such sum as OSPI determines to be necessary to protect OSPI against potential loss or liability.

The rights and remedies of OSPI provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by OSPI, DVR and DSB shall:

- a. Stop work under this Agreement on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- c. Assign to OSPI, in the manner, at the times, and to the extent directed by OSPI, all rights, title, and interest of DVR and DSB under the orders and subcontracts in which case OSPI has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSPI to the extent OSPI may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to OSPI and deliver, in the manner, at the times and to the extent as directed by OSPI, any property which, if the Agreement had been completed, would have been required to be furnished to OSPI;
- f. Complete performance of such part of the work not terminated by OSPI; and
- g. Take such action as may be necessary, or as OSPI may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of DVR and DSB and in which OSPI has or may acquire an interest.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

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

IN WITNESS WHEREOF, the parties who certify they are duly qualified and authorized to bind their agencies, have executed this Agreement.

Department of Social and Health Services
Developmental Disabilities Administration
State of Washington

DocuSigned by:

Melissa Diebert

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Signature

Melissa Diebert

Printed Name

Contract Specialist

Title

3/3/2025

Date

Department of Social and Health Services
Division of Vocational Rehabilitation
State of Washington

Signed by:

Douglas Morehouse

7EAB99D986E1488...

Signature

Douglas Morehouse

Printed Name

Contract Manager

Title

3/4/2025

Date

Department of Services for the Blind
State of Washington

Signed by:

Michael Mackillop

0A0012FF08BC0473...

Signature

Michael Mackillop

Printed Name

Executive Director, DSB

Title

3/3/2025

Date

Superintendent of Public Instruction
State of Washington

DocuSigned by:

Kyla L. Moore

8A882A25D88A485...

Kyla L. Moore, Contracts Administrator

3/4/2025

Date

Approved as to FORM ONLY
by the Assistant Attorney General