

I. PURPOSE OF AGREEMENT

The Office of Adult Learning and Rehabilitation Services (Office aka VR Central Office), Missouri Department of Elementary and Secondary Education (DESE), has the authority to receive and expend vocational rehabilitation (VR) funds under the Rehabilitation Act of 1973, as amended, 34 CFR § 361.21 and .22, and 34 CFR § 363. The Office approves Community Rehabilitation Programs (CRPs) for receipt of VR funds to provide services, as defined in this agreement and its attachments, to VR clients. The purpose of this agreement is to outline the certification requirements, services, procedures, and financial accountability standards CRPs are to agree to in order to receive VR funds, and to enumerate the role and responsibilities of VR relative to its partnership with CRP in the provision of client services.

A CRP is a non-profit corporation that provides certain services for clients through an array of outcome-based and fee-for-service options and is accredited by one of the following national organizations:

The Council on Quality and Leadership in Supports for People with Disabilities (The Council)

The Joint Commission on Accreditation of Health Organizations (JCAHO)

The Commission on Accreditation of Rehabilitation Facilities (CARF) in the following areas:

Community Employment Services

Job Development

Job Supports

Job Site Training

CARF accreditation is also required when the CRP provides the following:

Comprehensive Vocational Evaluation (CVE)

Employment Skills Training (EST)

Supports for Persons with Autism Spectrum Disorder (ASD-A)

II. DURATION OF AGREEMENT

This agreement shall remain in effect from the date of its signing by the parties until a new agreement replaces it, unless the agreement is terminated in accordance with section **III. TERMINATION OF AGREEMENT** immediately following.

III. TERMINATION OF AGREEMENT

This agreement may be terminated by either party giving thirty (30) days written notice to the other party. DESE may terminate this agreement if services per this agreement have not been used within the last year, the CRP loses its accreditation, or the CRP is not in compliance with the terms of this agreement. In the case where the CRP discontinues a program or services or ceases to operate, the CRP shall promptly notify the VR Central Office. DESE may terminate this agreement if the VR Central Office is not timely notified by the CRP of a discontinued program or services or a cessation in operation. Prior to termination of the agreement by either party for noncompliance, notice of noncompliance on the part of one party shall be issued in writing by the other party. The noncompliant party shall be given an opportunity to respond and, where necessary, to come into compliance as soon as reasonably practicable.

IV. STANDARDS AND LIABILITY

The CRP assures DESE that it meets or exceeds the minimum standards for approval by DESE as established by 5 CSR § 60-900.050, and as specified by The Council, CARF, and JCAHO. The CRP shall carry adequate insurance for general liability and automobile liability coverage. The CRP shall be

solely responsible for any personal injury or property damage, liability, losses, costs, or expenses proximately caused by or resulting from the negligent acts or omissions of the CRP or any of its officers, employees, subcontractors, or representatives in the performance of this agreement. DESE shall be solely responsible for any personal injury or property damage, liability, losses, costs, or expenses proximately caused by or resulting from the negligent acts or omissions of DESE or any of its officers, employees, subcontractors, or representatives in the performance of this agreement. Nothing in this agreement will be deemed to constitute a waiver of the sovereign immunity of the State of Missouri or DESE.

V. COORDINATION OF SERVICES WITH THE LOCAL EDUCATION AGENCY (LEA)

The CRP will coordinate/arrange services with the LEA and VR Counselor when the client is a high school student with a disability who is transitioning from school to the workplace.

VI. CIVIL RIGHTS COMPLIANCE/ACCESSIBILITY

The CRP shall be in compliance with Title VI and Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended, and the Architectural Barriers Act of 1968. [See Attachment A – Assurance of Compliance]

VII. AFFIRMATIVE ACTION

Pursuant to the terms and conditions set forth in Section 503 of the Rehabilitation Act of 1973, as amended, the CRP shall take affirmative action to employ and advance in employment qualified individuals with disabilities.

VIII. VR ROLE AND RESPONSIBILITIES

In accordance with the services set forth in this agreement, the local VR district office will:

To the extent possible, resolve identified barriers that impede the flow of services;

Provide informed choice;

Provide appropriate and timely referrals;

Provide complete referral information prior to planning conferences/start date;

Conduct vocational planning conferences;

Submit authorizations and payments in a timely manner.

IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE CRP

A. Employment Services (ES) – ES is a service model that emphasizes successful employment outcomes for clients. It incorporates organizational values that focus on individualized, person-centered services to assist clients in achieving their desired employment outcome. ES incorporates the following:

A Vocational Planning Guide (VPG) – A VPG is initiated and completed by the VR Counselor and presented to the CRP, along with other documentation, prior to the Vocational Planning Conference and authorization of ES.

A Vocational Planning Conference – A Vocational Planning Conference involving the client, VR Counselor, and the CRP is held prior to the authorization of ES.

An Employment Plan (EP) – The CRP develops an EP that is completed and approved with client and VR Counselor input. The EP identifies specific services and supports the

CRP will provide the client to assist the client in achieving a successful employment outcome;

Job Placement - A staffing is required for clients who have not secured employment after ninety (90) days;

Retention - The CRP shall provide retention services for at least ninety (90) days.

- B. Employment Services Plus (ESP)** – ESP is designed to assist an individual with Autism Spectrum Disorder – Adult (ASD-A), Brain Injury (BI), and/or Cultural Deafness/Hard of Hearing (D/HH) who has identified barriers that require additional support in achieving a successful employment outcome. ESP provides augmentative services for clients whose disability-related needs exceed the level of support provided by ES but does not merit consideration of Supported Employment Services. It incorporates the elements of ES, including a VPG, a Vocational Planning Conference, an EP, Job Placement and Retention.

ESP requires the CRP to demonstrate the ability to effectively serve the above populations by submitting an individual **ESP Community Partner Plan** to VR for Central Office approval. [See Attachment B – ESP Community Partner Plan]

- C. Supported Employment Services (SE)** – SE is competitive employment in an integrated setting consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individual, with ongoing support services for an individual with the most significant disabilities:

For whom competitive employment has not traditionally occurred or for whom competitive employment has been interrupted or is intermittent as a result of a significant disability; and

Who, because of the nature and severity of their disability(s), requires some job coaching and needs intensive SE and extended services.

The CRP is responsible for:

Arranging funds for extended services (long-term supports) from a service provider after VR funding stops. The CRP can serve in this capacity when other sources are not available.

Identifying and addressing the supports needed to assist the client in employment;

Developing a placement and supports plan and provide monthly progress reports.

Supported Employment Assessment (SEA) – The SEA may include, but is not limited to:

Client participation in community-based work sites to substantiate recommendations with support needs;

Utilization of existing information for planning and goal setting;

Use of various vocational assessment tools/methods, as needed, to determine individual vocational goals and supports needed for specific jobs;

A written report identifying recommendations with support needs.

The SEA should be completed within two (2) months. A staffing with the client, VR Counselor, and the CRP will be held to review and discuss recommendations. If employment is recommended, a Job Development Plan should be completed.

Supported Employment Job Development (SEJD) – SEJD includes, but is not limited to:

- Providing the client instruction in job-seeking and resume development skills;
- Assisting the client in identifying and developing job opportunities;
- Assisting the client with job applications and interviews;
- Providing the client with job readiness activities;
- Developing with the client job supports and/or accommodations;
- Educating employers and developing natural supports.

The CRP will complete a Job Development Plan and Monthly Progress Reports. A staffing is required for clients who have not secured employment after ninety (90) days. Once the client has secured a job, the CRP will submit a Placement and Support Plan.

Supported Employment Task Analysis – SE Task Analysis is used to collect information for the purpose of developing a training plan for the client at the job site. It may be provided for a maximum of sixteen (16) hours at the site and authorized concurrently with job development. The client may or may not be present at the job site when this occurs.

Supported Employment Individual Job Supports –SE Individual Job Supports provides the client with intensive job supports on-site, off-site or a combination of both, as determined by the needs of the client and agreed to by the VR Counselor. It includes services for the client to assure integration of SE, the facilitation of natural supports and extended services upon completion of VR time-limited services. Off-site supports may be provided up to a maximum of 20% of the hours the client works per week if the off- site supports are used in combination with the on-site supports.

The CRP will complete a Monthly Progress Report-SE Job Supports form. VR funds may be authorized for up to nine (9) months or when the client requires less than twenty-six (26) percent job supports whichever comes first.

The CRP will also complete an SE Job Support Form which will include on-site and/or off-site job support hours and specific activities completed.

SE Individual Job Supports for Persons with Serious and Persistent Mental Illness – This provides the client with intensive job supports on-site, off-site, or a combination of both, as determined by the needs of the client. In the effort to enhance job retention, CRP support services includes, but is not limited to:

- Case management;
- Individual and/or group meetings.

The CRP will submit a plan of action with documentation of progress and complete a Monthly Progress Report-SE Job Supports form.

VR funds may also be authorized for up to nine (9) months or until the client reaches a satisfactory level or benchmark, which is the client's successful attainment of goals/objectives as outlined in the client's Monthly Progress Reports.

Individual Placement with Supports (IPS) – IPS is an SE model that serves individuals with serious mental illness who receive Comprehensive Psychiatric Services (CPS) and have a Department of Mental Health (DMH) case manager. IPS uses a “fidelity model” adhering to these core principles:

Helping the severely mentally ill find competitive work that fit their individual needs and interests;

Fully integrating mental health services and VR services;

Creating easier access to employment services without first completing work readiness or other vocational assessments;

Designing plans and goals bases on an individual's preferences, strengths, abilities and experiences;

Providing employment supports that are individualized, flexible, and available for as long as necessary;

Assisting individuals and family members with benefits counseling.

IPS requires the completion of a Monthly Progress Report – SE Job Supports, along with other reporting.

Transitional Employment – Transitional employment involves placing clients with serious or persistent mental illness in a series of temporary jobs involving competitive work. Competitive work must be in an integrated setting with ongoing support services for the client. In an effort to attain job permanency, the client may experience continuing sequential job placements.

Transitional employment requires the completion of Monthly Progress Report – SE Job Coaching, along with other reporting.

Enclave/Mobile Crew – An enclave or mobile crew is for a group of no more than eight (8) workers with the most significant disabilities employed in a community setting and managed by a specially trained supervisor. The workers are placed in the competitive labor market and are compensated at or above the minimum wage. They receive the ongoing benefits of integrated employment while being provided the continuous, ongoing support necessary for long-term success.

Enclave/mobile crew requires the completion of a Monthly Progress Report – SE Job Supports form.

- D. Employment Skills Training (EST)** – EST involves the use of short-term, individualized skills training and instruction in a specified career field. It incorporates classroom instruction, hands-on training and may include internships or apprenticeships. The CRP shall apply its attendance policy to EST clients and notify the client's VR Counselor when attendance is irregular or the client is continuously tardy. In accordance with CRP attendance

policy, it may require the client to make-up days missed. The attendance policy may only be waived upon mutual agreement by the CRP and the client's VR Counselor.

Authorization for the use of VR funds in providing EST involves:

- The client's financial need;
 - A search for comparable services and benefits;
 - The cost of tuition, fees, books, supplies, uniforms, tools and equipment, licensure or certification, and other training related costs required for participation in the program;
 - The completion of Monthly Progress and Attendance Reports;
 - A certification of program completion;
 - Job placement assistance and retention services in the client's chosen field of work.
- ES or ESP services will not be authorized as a separate service following EST.

X. REPORTS/FORMS PERTAINING TO SERVICES PROVIDED

Documents and forms necessary to provide services are listed below. Links to these documents and forms are available on the DESE VR Central Office website at <http://dese.mo.gov/vr/crp.htm>.

Employment Services (ES) and Employment Services Plus (ESP):

- Vocational Planning Guide (VPG)
- CRP Employment Plan
- Monthly Progress Report Form
- Placement Letter
- Employment Verification Form

Supported Employment (SE):

- SE Assessment Report (includes Community-based Assessment Sites)
- Reference Guide for SE Assessment Report SE Job Development (SEJD) Plan
- SE Job Development (SEJD) Monthly Progress Report
- SE Placement and Support Plan Monthly Progress Report – SE Job Supports
- Individual Placement with Support (IPS) Forms
- Employment Verification Form

Employment Skills Training (EST)

- Monthly Progress and Attendance Report
- Placement Letter
- Employment Verification Form

XI. CLIENT SATISFACTION SURVEY

A client satisfaction survey shall be requested from each client receiving services at the CRP. A report prepared by the CRP and based on the client responses received shall be submitted to VR Central Office annually no later than February 1. A report (one for each CRP satellite shown on the CRP Fee Schedule) shall consist of one percentage figure in response to the following:

These services have helped or will help me get a job. _____%

I was pleased with the services I received and would recommend them to others. _____%
Overall client satisfaction with services. _____%

XII. FEE SCHEDULE

Fees for all vocational, non-medical services provided for clients will be determined by VR Central Office and listed in the CRP Fee Schedule. VR Central Office will base its determination on information provided to VR by the CRP.

Requests for the addition of new CRPs, services, or expanded geographic coverage areas should be submitted to the VR Coordinator of Consumer Affairs and/or Coordinator of Client Services. The VR Central Office will notify the CRP if the addition request has been approved.

XIII. AUTHORIZATION OF SERVICE(S)

A written authorization for a client to receive a service or services shall be completed by VR and sent to the CRP prior to the commencement of any service or services. Any service or services commenced or provided to a client without written or verbal authorization from VR becomes the CRP's responsibility. Fees for services are to be authorized in accordance with the CRP Fee Schedule and **Attachment C – Authorization of Services**.

XIV. BILLING FOR SERVICE(S)

Fees for services provided by the CRP to the client will be billed in accordance with **Attachment D – Billing for Services**.

XV. TERMINATION OF SERVICE(S) TO A CLIENT

The CRP may terminate a client for failure to comply with the CRP's policies and procedures and/or for the client's failure to meet the requirements set forth in the client's IPE. The CRP shall provide written notice to the client when it decides to terminate the client's services for a failure to comply. The CRP shall also promptly notify the client's VR Counselor and/or the VR Regional Manager and other involved parties.

Where applicable in regard to a termination, the CRP shall promptly notify the VR Regional Manager in writing of any arrangements made for the transfer of a service or services provided a client and for the provision of extended services or follow-along. To avoid the complete disruption of services to a client or clients, the CRP shall promptly notify the VR Central Office if it discontinues a program or ceases to operate. Failure to do so may lead to termination of the agreement. See, **III. TERMINATION OF AGREEMENT**.

Nothing shall prohibit a client from voluntarily choosing to terminate his/her participation in the CRP's program or service(s).

In the case of an EST termination involving a client, the following refund policy shall apply:

1. Within the first week of each instructional period, the CRP may retain ten (10) percent of the tuition.
2. Within the second and third week of each instructional period, the CRP may retain (20) percent of the tuition.
3. After the beginning of the fourth week of each instructional period, but prior to twenty-five (25) percent of each instructional period, the CRP may retain twenty-five (25) percent of the tuition.

4. After completing twenty-five (25) percent of the instructional period, but prior to completing fifty (50) percent of it, the CRP may retain fifty (50) percent of the tuition.
5. After completing fifty (50) percent of the instructional period, the CRP may retain one hundred (100) percent of the tuition.

For short courses, where there is a conflict in two (2), three (3), and four (4) above, the CRP shall retain the greater amount.

XVI. MAINTENANCE AND/OR TRANSPORTATION TO A CLIENT

The CRP will receive an authorization from VR indicating the amount, rate of maintenance and/or transportation provided to the client, and the service dates. The client must sign documentation upon receipt of funds and a copy of the signed receipt must be submitted with the invoice to VR for payment. The CRP shall bill VR for maintenance and/or transportation monthly on or after the first day of the month, but not before services have begun. In the case where a service is provided for part of a month, the CRP shall prorate the amount billed to VR. The CRP can also bill weekly for maintenance and transportation.

The CRP may issue placement maintenance funds to clients attending a CRP for fees, uniforms, or other items required for placement that have been authorized by VR. As a condition of payment, itemized receipts must accompany the billing.

XVII. BOOKS, TOOLS, UNIFORMS, AND SUPPLIES

The CRP shall submit an invoice with an attached itemized receipt for books, tools, uniforms, and/or supplies for payment by VR. The receipt shall include the price and description of each item issued to the client. A client's books, tools, and/or supplies purchased by VR remain the property of the client provided the client is receiving services through the CRP, graduates, or obtains employment in the same vocational field.

A VR client's books and supplies, including tools and equipment, which are purchased by DESE/VR may be used by the VR client for the period he/she attends classes, after graduation and/or when the VR client obtains employment in his/her chosen field. Supplies, including tools and equipment, must be itemized with prices separate from tuition, and attached to the provider's invoice.

If a VR client leaves the training institution prior to completing his/her coursework and retains materials, including tools and equipment, purchased for classroom use, the VR client's counselor is responsible for retrieving these items.

To enable the VR counselor to retrieve supplies, including tools and equipment, when a client terminates prior to completing his/her coursework, the training institution shall promptly notify the VR counselor of the termination.

XVIII. ACCREDITATION

The CRP shall provide the VR Central Office with a copy of its accreditation survey. This must be done within thirty (30) days of receipt by the CRP.

XIV. FINANCIAL ACCOUNTABILITY STANDARDS

The CRP agrees to observe financial practices in accordance with the following:

Generally Accepted Accounting Principles (GAAP)

OMB Circular A-110, Uniform Administrative Requirements or Grants and Agreement with Institutions of Higher Education, Hospitals and other Nonprofit Organizations

OMB Circular A-87, Cost Principles for State, Local, and Tribal Governments

OMB Circular A-122, Cost Principles of Nonprofit Organizations

The CRP agrees to conduct an annual independent audit of its financial records. The audit shall be performed by an individual or firm licensed by the Missouri State Board of Accountancy in accordance with Generally Accepted Auditing Standards (GAAS) and/or Government Auditing Standards. The annual audit shall include:

A report on the financial statements;

Financial statements and note to the financial statements;

The Schedule of Federal Financial Assistance;

Internal controls;

Compliance;

A copy of written audit findings shared with management and the management response letter.

An audit report shall be provided to VR Central Office no later than ninety (90) days following the close of the CRP's fiscal year. An extension beyond the due date, not to exceed sixty (60), may be granted for reasonable cause upon receipt by VR of a written request from the CRP. The CRP shall also make available to VR and/or the Missouri State Auditor all records, documents, reports and data upon request.

APPROVED AND ACCEPTED:

For: _____
(Name of the Community Rehabilitation Program)

Address: _____

Signature: _____ **Date:** _____

Name: _____ **Title:** _____
(Print or type)

For the Department of Elementary & Secondary Education, Office of Adult Learning & Rehabilitation Services, Vocational Rehabilitation, Central Office, 3024 Dupont Circle, Jefferson City, MO 65109-0525.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____
(Print or type)