

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

Community Employment Services

Job Development

Employment Supports

unless grandfathered prior to January 1, 2013 under standards of The Council on Quality and Leadership in Supports for People with Disabilities (The Council) or The Joint Commission.

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

Employment Skills Training (EST)

Adults with Autism Spectrum Disorder (ASD:A)

Missouri VR will not purchase services provided by non-CARF accredited organizations who are subcontractors of CARF accredited organizations. Any exception will be based upon an assessment of need by Missouri VR, including needs identified in the approved Missouri State Plan.

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. A. SUSPENSION OR TERMINATION OF AGREEMENT**.

III. SUSPENSION OR TERMINATION

A. Suspension or Termination of Agreement

This agreement may be terminated by either party giving thirty (30) days written notice to the other party. VR Central Office 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. Prior to the CRP discontinuing a program or service or ceases to operate, the CRP shall immediately notify the VR Central Office.

If VR Central Office determines that a CRP is not in compliance with any requirements of this agreement, the VR Central Office will issue a written notice to the CRP. The written notice will state the reasons the CRP is not compliant and provide essential remedies. A CRP receiving notice of noncompliance must respond to the VR Central Office within thirty (30) calendar days of receiving the notice. The response must acknowledge receipt of the notice and describe a

corrective action plan. While understanding CRPs have a duty to self-report, VR reserves the right to notify the CRP's accrediting entity that the CRP has received a notice of noncompliance with this agreement.

If the CRP does not respond within thirty (30) calendar days from the date of the written notice, the VR Central Office will issue to the CRP written notice of the proposed suspension or termination of the CRP as an approved vendor. VR may grant an extension beyond the due date not to exceed thirty (30) calendar days if requested in writing by the CRP. If the CRP fails to achieve compliance within the time prescribed by VR, the CRP will receive a written notice of suspension or termination.

If a CRP, its officers, employees or agents make any false, fraudulent or untrue statement or representation in any application, accreditation, record or other documentation required or authorized to be created, maintained or submitted, VR may secure the appropriate action, including but not limited to requiring the correction or cure of the violation or the suspension or termination of the CRP's participation. In determining the appropriate action, VR may consider the magnitude, number, and impact of false statements or representation. Where there is sufficient evidence of fraud or other illegal activity, VR reserves the right to report this information to the appropriate law enforcement authority.

B. Termination Of A Client From Services

The CRP may terminate a client for failure to comply with the CRP's policies and procedures. The CRP shall provide notice to the client when terminating services for the client's failure to comply. The CRP shall also promptly notify the client's VR Counselor and/or the VR District Supervisor and other involved parties.

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

C. Transition After Suspension or Termination

In regard to the suspension or termination of a CRP, program or service, the CRP shall promptly notify the VR Regional Manager in writing of any arrangements made for the transfer of a service(s) provided to client(s). To avoid the complete disruption of services to a client(s), 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.

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 § 20-500.140, 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 Age Discrimination in Employment Act of 1967, 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;
- Verify provision of services prior to payment;
- Submit authorizations and payments in a timely manner.

IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE CRP

In addition to the descriptions of each service listed below, CRPs are expected to incorporate an individualized and customized approach to serving employers and individuals with disabilities

Employment Services (ES) – ES 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 VR 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 and the CRP is held prior to the authorization of ES.

An Employment Plan (EP) – The CRP develops an EP with client and VR 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 Development – The CRP shall assist the client in obtaining suitable competitive integrated employment. Staffings should occur at least every 90 days during Job Development to facilitate

progress towards an appropriate job placement. Job Development requires Monthly Progress Reports.

Job Development 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 job supports and/or accommodations;
- Unpaid orientation prior to starting a job;
- Educating employers.

Job Placement - The client shall be placed in a job that has been identified as appropriate considering the client's interest, strengths and support needs. Job Placement requires the Placement Letter along with supporting documentation described in **Attachment D - Billing for Services**. Temporary and seasonal jobs must be approved by the VR district supervisor.

Retention and Employment Outcome - The CRP shall provide support to the client and/or employer to ensure job success until the CRP and VR agree the client has reached a successful employment outcome. The CRP will submit Monthly Progress Reports during job retention. Employment Verification will be submitted upon achieving an employment outcome.

- 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 barriers that require additional supports to achieve 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, as described in IX, A.

Additional supports/specialized skills may include, but are not limited to, social skills training, employer education, environmental analysis, communication mode, processing strategies, compensatory strategies, occupational/speech/language therapy, sign language, certified deaf interpreters, oral transliteration, video relay service, remote video interpreting, and knowledge of deaf culture.

CRPs who offer ESP services must have each satellite location individually approved by VR. The CRP must demonstrate the ability to effectively serve one or more of the above populations by submitting the appropriate **Attachment B document** to VR for Central Office approval.

See Attachments:

- **B 1-ESP Deaf /Hard of Hearing**
- **B2- ESP Brain Injury**
- **B3 –ESP Autism Spectrum Disorder**

C. Supported Employment Services (SE) –SE incorporates organizational values that focus on individualized, person-centered services to assist clients in achieving their desired competitive and integrated employment outcome.

SE consists of ongoing support services, including customized employment, and other appropriate services needed to support and maintain an individual with the most significant disabilities for whom competitive integrated employment has not traditionally occurred because of the nature and severity of their disability(s). This service requires intensive job supports and extended services.

SE requires that the CRP arrange and identify the extended service provider, prior to recommending job development. The CRP shall serve in this capacity when other sources are not available.

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

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

SE incorporates the following based on the needs of the individual:

Discovery and Exploration Service Plan The CRP will develop an action-oriented plan for discovery and exploration activities designed to assist clients in learning more about themselves, their interests, and shaping a direction for their job search. The CRP will communicate the planned activities outlined in the Discovery and Exploration Service Plan to VR as soon as they are developed and subsequently provide a completed Discovery and Exploration Service Plan to VR once it has been completed and signed.

Discovery and Exploration Report Upon completion of Discovery and Exploration activities, the CRP will provide a completed Discovery and Exploration Report to VR.

SE Job Development Plan and IPE – A meeting involving the client, VR, and the CRP is held to discuss the results of the discovery and exploration process, identify specific services, on and/or off site job supports, the extended service provider and, as appropriate, develop a Job Development Plan and IPE.

Job Development - The CRP shall assist the client in obtaining suitable competitive integrated employment. A staffing is required for clients who have not secured competitive integrated employment after ninety (90) days.

Job Development 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 job supports and/or accommodations;

Unpaid orientation prior to starting a job;

Educating employers;

Developing natural supports

The CRP will complete a Monthly Progress Report. Once the client has secured a job, the CRP will submit a Placement Letter with appropriate verification described in **Attachment D-Billing for Services**.

Job Placement - The client shall be placed in a job that has been identified as appropriate considering the client's interest, strengths and support needs. Job Placement requires the Placement Letter along with supporting documentation described in **Attachment D - Billing for Services**. Temporary and seasonal jobs must be approved by the VR district supervisor.

Job Supports – The CRP shall provide the client with intensive job supports on-site, or a combination of on-site and off-site, as determined by the needs of the client and agreed to by VR. It includes services for the client to assure integration of SE and the facilitation of natural supports. The CRP will complete a SE Job Supports Daily Time Log and SE Monthly Job Supports Report Form which will include job support hours and specific activities completed as described in **Attachment D – Billing for Services**.

Independent Employment (30 days)/Employment Outcome - The CRP shall provide support to the client and/or employer to ensure job success until the CRP and VR agree the client has reached a successful employment outcome. The CRP will send Monthly Progress Reports during retention and an Employment Verification form at the employment outcome.

Extended Services upon completion of VR time-limited services – The CRP or identified long term provider shall provide ongoing support services needed to support and maintain a client in successful employment after VR has closed the client's case.

Provision of Extended Services (follow along) must, at a minimum, consist of two meetings with the client each month. If, following VR case closure, significant changes occur in the employment setting and the client requires 26% or more on site job supports, a request for further services can be submitted to the Regional Manager Team.

D. Individual Placement with Supports (IPS) – IPS is an SE model for individuals with serious and persistent mental illness or co-occurring mental illness and substance use disorder who receive services from a Department of Mental Health Behavioral Health Division -Community Mental Health Center Administrative Agent, Affiliate, or Addiction treatment program. IPS is for individuals with the most significant disabilities.

Individuals must be enrolled and receiving services in either a Comprehensive Psychosocial Rehabilitation Program (CPRP) or Comprehensive Substance Abuse and Recovery (C-STAR) services. Specialized integrated wrap around teams modeled on Assertive Community Treatment (ACT) principles may be considered for IPS if not funded through Medicaid.

CRPs who offer IPS services must have each satellite location individually approved by VR and adhere to IPS Fidelity conducted by the VR/DMH IPS team. IPS uses a “fidelity model” which follows these core principles:

Fully integrated mental health services and VR services*;

Easier access to employment services without first completing work-readiness or other vocational assessments;

Plans and goals that are based on an individual’s preferences, strengths, abilities and experiences;

Competitive integrated employment that fits individual needs, interests; and preferences;

Employment supports that are individualized, flexible, and available for as long as necessary, including on-site job coaching and access to employment specialist before or after work shift;

Benefits counseling for individuals served and their family members;

Extended Services are provided through the IPS Employment Specialist and transition to the caseload of the integrated team (CPRP, C-STAR, or other) case manager (Community Support Specialist) funded through Medicaid or provided by other dedicated sources;

*Monthly Progress should be documented in accordance with the expectation of the IPS Fidelity Scale, i.e. the integrated team medical chart/electronic medical record or CRP’s can opt to use the ‘Monthly Progress Report’

- E. Employment Skills Training (EST)** – EST involves the use of short-term, individualized skills training and instruction in a specified career field. This service is based on VR financial need guidelines. 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 VR when attendance is irregular or the client is continuously tardy. In accordance with the CRP’s 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 VR. **[See Attachment D – Billing for Services]**

EST incorporates the following:

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 a Monthly Progress Report;

A certificate of program completion;

Job placement assistance and retention services in the client’s chosen field of work;

ES, ESP, SE or job supports services will not be authorized as a separate service following EST.

Books, tools and or supplies purchased by VR for EST remain the property of the client provided the client is receiving services through the CRP, graduates, or obtains employment. If a client terminates training prior to completing coursework, the CRP shall promptly notify the VR counselor to arrange for the retrieval of books, tools and/or supplies.

See Attachment F: Employment Skills Training Requirements and Plan

F. Employer Based Transition Training/Project Search (EBTT/PS): These are a one-year school to work transition training programs for VR eligible youth with a variety of intellectual and developmental disabilities and who meet the VR criteria for most significant disabilities (MSD). To be eligible, youth must be enrolled in a public school district that has an approved EBTT/PS program, in their final year of high school, and have a goal of attaining competitive employment.

G. Summer Work Experience: A brief work-based learning experience with supports in a competitive integrated setting for high school students with disabilities during the summer.

See Attachment G: Summer Work Experience Guidance and Employment Site Proposal

X. REPORTS/FORMS PERTAINING TO SERVICES PROVIDED

Documents and forms necessary to provide services are listed below. All forms require appropriate signatures from the CRP employee providing the service. Links to these documents and forms are available on the DESE VR Central Office website at:
<http://dese.mo.gov/adult-learning-rehabilitation-services/vocational-rehabilitation/providers>

Employment Services (ES), Employment Services Plus (ESP), and Individual Placement with Supports (IPS):

Vocational Planning Guide
Employment Plan (individualized by CRP)
Monthly Progress Report
Placement Letter
Employment Verification

Supported Employment (SE):

Discovery and Exploration Service Plan
Discovery and Exploration Report
SE Job Development Plan
Monthly Progress Report
Placement Letter
SE Job Supports Daily Time Log
SE Monthly Job Supports Report

Employment Verification

Employment Skills Training (EST)

Monthly Progress Report
Placement Letter
Employment Verification

Employer Based Transition Training/Project Search (EBTT/PS)

EBTT/Project Search Program Documentation
Employment Plan (individualized by CRP)
Placement Letter
Monthly Progress Report
Employment Verification

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. The Director of CRPs will provide guidance on survey report submission, no later than December 31 of each year. All surveys must include, at a minimum, the five questions outlined in the [Client Satisfaction Survey Template](#).

XII. PROCEDURE CODES

VR Central Office will establish procedure codes for all vocational, non-medical services provided for clients.

XIII. NEW PROGRAMS AND SERVICES

Requests for the addition of new CRPs, services, or expanded geographic coverage shall be submitted to VR Central Office, Attention: Director of Community Rehabilitation Programs. VR will notify the CRP if the request has been approved.

XIV. AUTHORIZATION OF SERVICE(S)

A written authorization for a client to receive a service(s) shall be completed by VR and sent to the CRP prior to the commencement of any service(s). Any service(s) provided to a client without written authorization from VR becomes the CRP's responsibility. [See Attachment C – Authorization of Services.]

XV. 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.

XVI. MAINTENANCE AND/OR TRANSPORTATION TO A CLIENT

VR may authorize maintenance and/or transportation to clients receiving services through the CRP. 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. [See Attachments C - Authorization of Services and Attachment D – Billing for Services.]

XVII. 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.

XVIII. CRP STAFF TRAINING REQUIREMENTS

A. CRP Staff Training

Employees who provide direct VR services and their immediate supervisors must complete approved classroom training and approved supervised practical training within 12 months of their date of hire. Supervised practical training should be provided and/or overseen by the employment services supervisor or designee at each CRP. **[See Attachment E – CRP Staff Training Requirements].**

Employees that enter employment as a Certified Employment Support Professional or Certified Rehabilitation Counselor would be considered to have met the training requirements outlined in this section.

Employees who provide direct VR services and their immediate supervisors that have been employed for one year or longer must complete continuing education annually. **[See Attachment E – CRP Staff Training Requirements].**

B. Approved Training Sources

The CRP may select from any combination of the following training sources:

CRP developed training approved or provided by a Council on Rehabilitation Education accredited training entity.

Association of Community Rehabilitation Educators approved training

College of Employment Services

IPS Works Supported Employment Training

Commission on Rehabilitation Counselor Certification approved training

For employees that have been employed one year or longer the CRP may select from the training sources listed above, as well as, from training sources that have been approved for continuing education units from an established professional organization in the field of counseling, rehabilitation counseling, and/or social work (e.g. NASW, NBCC, etc.). **[See Attachment E – CRP Staff Training Requirements].**

C. Documentation and Monitoring

Documentation which includes the name of the training, the training source, as well as the date of the training, and corresponding hourly units should be maintained in each employee's personnel file.

Practical training documentation must include, at a minimum, the supervisors name and title, the date of each practical experience, start and stop times of each supervision experience, a description of the topic(s) addressed during each practical experience, as well as the signature of both the trainee and practical experience supervisor. This documentation should be maintained in each employee's personnel file. [See **Attachment E – CRP Staff Training Requirements**]

Adherence to the terms of the agreement as it relates to CRP staff training requirements will be incorporated into regular reviews conducted by the appropriate professional accreditation organization (e.g. CARF). Exceptions must be reviewed and approved by the VR Director of Community Rehabilitation Programs, or designee.

XIX. STANDARDS OF CONDUCT

Employees of VR shall avoid any interest or activity which improperly influences, or gives the appearance of improperly influencing, the conduct of their official duties. No employee of VR may accept gifts or favors of substantial value from CRPs.

XX. ACCOUNTABILITY STANDARDS.

Financial Standards:

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

Generally Accepted Accounting Principles (GAAP)

2 C.F.R. Part 200

Independent Audit:

The CRP agrees to conduct an annual organization-wide 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 Government Auditing Standards (Yellow Book); or, Generally Accepted Auditing Standards (GAAS). 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;

A report on internal controls and compliance, and

A Management Letter from the auditor to the provider.

The CRP shall provide VR with the Management Letter upon receipt of the audit report. If any written audit findings are contained within or documented elsewhere, the CRP shall also provide VR with the Management Response Letter documenting follow-up action to be taken by the CRP. VR may request a copy of the full audit report at any time.

If no Management Letter exists, the CRP shall provide VR with a copy of the full audit report along with a written letter stating no Management Letter was provided by the auditor.

Audit information shall be provided to VR Central Office within 120 calendar days after the close of the CRP's fiscal year. A CRP may request an extension in writing prior to the 120-day deadline. The request must state the reason for the extension and the anticipated date of submission. VR may grant an extension beyond the due date, not to exceed sixty (60) days.

Record Retention:

The CRP shall assure VR that it will keep accurate, current, and complete records for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). The CRP shall permit VR, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access, examine, and/or audit any records of the CRP relating to services, invoices or payments, or any other documentation or materials pertaining to this Agreement, wherever such records may be located. Such records shall include at a minimum:

Copies of all forms and billings required by, and submitted to VR;

Records of payments made to clients for transportation and/or maintenance when authorized by VR. Such records must include a signed receipt or cancelled check for each payment; and

Confidential case records.

The CRP will maintain records according to generally accepted accounting principles, and will provide any information necessary for fiscal and program auditing. All such records and supporting documents will be retained in accordance with current state and federal laws and regulations.

XXI. DEBARMENT CERTIFICATION:

The CRP certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal or state department or agency.

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)