

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Employment and Economic Development, Vocational Rehabilitation Services and Human Services.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** January 1, 2015 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** December 31, 2017 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The Department of Human Services, Minnesota State Operated Community Service, may be requested to perform any of the services identified in Attachment B – Fee-for-Service Rate Schedule when requested under an individual Work Order Contract, hereinafter referred to as a “Work Authorization” in accordance with the Individual Employment Plan developed between Vocational Rehabilitation Services and an individual consumer. A complete detailed description of required work will be furnished in each Work Authorization issued. This interagency agreement is no guarantee of a Work Authorization. Department of Human Services may begin work only upon receipt of a fully executed Work Authorization. No effort, expenses, or actions taken before the work authorization is fully executed are authorized under Minnesota Statutes, and all such efforts, expenses and actions are under taken at the sole responsibility and expense of the Department of Human Services. When Department of Human Services accepts Work Authorizations to provide services, they shall manage and disburse funds to persons served without additional charge persons served.

Additional terms and conditions of the applicable work to be performed are attached and incorporated herein as Attachment A – Work Plan and, if applicable Attachment C – Performance-based Agreement (PBA) for Placement and Retention Services.

3 Consideration and Payment

This interagency agreement is an operating agreement for the purposes of Minnesota Rules 3300.5060, whereby payments may be made to (a) CARF accredited providers, (b) providers that are in the process of applying for CARF accreditation, (c) non-CARF accredited providers with whom the State has signed a limited-use vendor professional and technical services master contract specifying the maximum dollar amount the provider may receive.

Consideration. All services provided by the Department of Human Services, MSOCS under this contract shall be performed to the Department of Employment and Economic Development, Vocational Rehabilitation Services’ satisfaction, as determined at the sole discretion of the Department of Employment and Economic Development, Vocational Rehabilitation Services and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Department of

Human Services, MSOCS shall not receive payment for work found to be unsatisfactory or performed in violation of federal, state, or local law. The Department of Employment and Economic Development, Vocational Rehabilitation Services will pay for all services satisfactorily performed, under fully executed Work Authorizations issued under this interagency agreement according to the applicable fee schedule(s), attached and incorporated herein as Attachment B – Fee-for-Service Rate Schedule and if applicable Attachment C – Performance-based Agreement (PBA) for Placement and Retention Services. The total compensation of all Work Authorizations may not exceed \$500,000 .

The Department of Human Services shall ensure costs used to determine rates for service fees shall be (a) necessary and reasonable, in nature and amount, costs will not exceed that which would be incurred by a prudent person under the same circumstances; (b) costs shall be allocable and assignable to VRS and the costs will be incurred for the exclusive benefit of persons referred by the Department of Employment and Economic Development, Vocational Rehabilitation Services; (c) costs shall be adequately documented; and (d) costs shall be subject to monitoring, audit and reconciliation. The Department of Human Services shall not bill the State for an amount greater than the fee for service indicated in the current fee schedule, Attachment B – Fee-for-Service Rate Schedule. The Department of Human Services, MSOCS shall charge the Department of Employment and Economic Development, Vocational Rehabilitation Services no higher fee than the charges of other purchasers of services, and may bill for services only for the authorized time period.

Performance-Based Milestone Rates. The Department of Human Services, Minnesota State Operated Services shall bill the Department of Employment and Economic Development, Vocational Rehabilitation Services, for the statewide, uniform, performance-based milestone rates in Attachment C – Performance-based Agreement (PBA) for Placement and Retention Services for job development, placement and retention services that meet the scope, terms and conditions of the attachment. The Department of Human Services, MSOCS shall not bill the fee-for-service rate for intake when placement services are authorized under a Performance-based Agreement for Placement Services.

The total obligation of the Department and Employment and Economic Development, Vocational Rehabilitation Services, for all compensation and reimbursements to the Department of Human Services under this agreement will not exceed \$500,000

4 Conditions of Payment

All services provided by the Department of Human Services, MSOCS under this agreement must be performed to the Department of Employment and Economic Development, Vocational Rehabilitation Services' satisfaction, as determined at the sole discretion of Department of Employment and Economic Development, Vocational Rehabilitation Services' Authorized Representative.

5 Authorized Representative

The Department of Employment and Economic Development, Vocational Rehabilitation Services' Authorized Representative is Chris McVey, Director Strategic Initiatives and Partnerships, 651-259-7357, or his/her successor.

Minnesota State Operated Community Service's Authorized Representative is Jolene Juhl, Rehabilitation Therapist Supervisor, 218-380-0554 or his/her successor.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

I. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: N/A

Date: _____

3. Department of Economic Development – Vocational Rehabilitation Services

By: [Signature]
(with delegated authority)

Title: Director of Vocational Rehabilitation Services

Date: 12/23/2014

2. Department of Human Services – Minnesota State Operated Services

By: [Signature]
(With delegated authority)

Title: Executive Director

Date: 12/22/2014

Attachment A – Work Plan

Department of Human Services, Minnesota State Operated Community Services shall retain **qualified personnel** to perform and administer vocational rehabilitation services.

Department of Human Services, MSOCS shall conduct background checks using primary sources on all personnel authorized to provide direct services or transport persons served under this contract.

When transportation is provided for persons served under this contract, Department of Human Services, MSOCS shall maintain current records of driving licenses and satisfactory driving history of drivers.

Department of Human Services, MSOCS shall safeguard the **records** of persons served to the best of Contractor's ability including storage under lock with reasonable protection against fire, water damage, and other hazards.

Department of Human Services, MSOCS shall **work collaboratively** with VRS counseling personnel in providing services that are part of the person's served Individual Employment Plan, the State document that describes the services and outcomes agreed to by the State counselor and person served.

Department of Human Services, MSOCS shall develop and distribute to the State's local referral counselors, a **referral packet** including the designation of a contact person and telephone number.

Department of Human Services, MSOCS shall develop and locally distribute current detailed **written marketing information** specifying the programs and services, locations, demographics of persons served, and outcomes of persons served.

Department of Human Services, MSOCS shall develop and locally distribute detailed written information specifying the procedure for **notification of acceptance** of the person referred by the State, the start date, the intake process, orientation to the Contractor and list of services, and other relevant service planning and delivery arrangements.

Department of Human Services, MSOCS shall provide the most effective **mode(s) of communication** to diverse populations without charge to the State or persons served. Interpreter services are included in the fee-for-service rates and performance-based agreement rates.

Department of Human Services, MSOCS shall make all direct payments necessary for interpreting costs.

Department of Human Services, MSOCS shall maintain effective communication and work collaboratively with State personnel in providing diagnostic or other authorized rehabilitation services in accordance with an **Individual Employment Plan (IEP)**. The IEP is the State

document that describes the services and outcomes agreed to by the State and persons served. Department of Human Services, MSOCS may develop separate program plans with persons served so long as they are not inconsistent with the State's IEP and they conform to *CARF Standards*. Program changes that result in variations from the approved IEP, shall be agreed to by State personnel and the person served prior to the Department of Human Services, MSOCS implementing the change.

Department of Human Services, MSOCS shall focus on the potential of persons served to benefit from **assistive technology** in order to more fully participate in and gain from their rehabilitation program. The Department of Human Services, MSOCS will advise the counselor if further evaluation is indicated to determine the need for assistive technology.

Department of Human Services, MSOCS shall develop and locally distribute detailed written information specifying the policies and procedures for monitoring the progress of persons served and communicating progress.

Department of Human Services, MSOCS shall develop and locally distribute detailed written information specifying the policies and procedures for termination, program exit, and case closure, and the written communication of events and program summaries.

Attachment B – Fee-for-Service Rate Schedule

Contractor		Referral Contact	
Name	SWIFT#	Name	10-digit Phone Number
Minnesota State Operated Community Services Please see attachment for a complete list of program locations within the following areas. North Sites Metro Sites South Sites	H5500000001	Jolene Juhl	218-380-0554

SERVICE	FEE	UNIT OF SERVICE (HOUR, DAY, WEEK, EACH)	CARF PENDING
Intake/Screening (not applicable to PBA – Attachment C)	\$100	Each	<input type="checkbox"/>
Comprehensive Vocational Eval (CVE)			
Work / Vocational Evaluation Non-Integrated			<input type="checkbox"/>
Work/Vocational Evaluation Community Based – Integrated			<input type="checkbox"/>
Situational Assessment or Simulated Job Site			<input type="checkbox"/>
Other CVE (specify):			<input type="checkbox"/>
Employment Planning Services (EPS)			
Situational Assessments	North: \$65 Metro: \$75 South: \$60	Per hour	<input type="checkbox"/>

SERVICE	FEE	UNIT OF SERVICE (HOUR, DAY, WEEK, EACH)	CARF PENDING
Job Tryouts / Job Shadowing / Paid Work Trials	\$55	Per hour	<input type="checkbox"/>
Job Seeking Skills Training	\$55	Per hour	<input type="checkbox"/>
Other EPS (specify): Discovery Assessment	North: \$65 Metro: \$75 South: \$60	Per hour	<input type="checkbox"/>
Employment Skills Training (EST)			
Skill Training/Occupational Vocational Training (specify):			<input type="checkbox"/>
Employee Development Services (EDS)			
Work Adjustment Training Non-Integrated	\$45	Per hour	<input type="checkbox"/>
Work Adjustment Training Community Based – Integrated	\$55	Per hour	<input type="checkbox"/>
Job Seeking Skills Training	\$55	Per hour	<input type="checkbox"/>
Other EDS (specify): Vocational Evaluation	North: \$65 Metro: \$75 South: \$60	Per hour	<input type="checkbox"/>
Community Employment Services (CES): Job Site Training (JST)			
Job Coaching for Employment with time-limited supports	\$55	Per hour	<input type="checkbox"/>
Job Coaching for Employment with ongoing supports	\$55	Per hour	<input type="checkbox"/>

SERVICE	FEE	UNIT OF SERVICE (HOUR, DAY, WEEK, EACH)	CARF PENDING
Job Seeking Skills Training	\$55	Per hour	<input type="checkbox"/>
Other CES / On-the-job training (specify):			<input type="checkbox"/>
Community Employment Services (CES): Job Development (JD), Job Site Training (JST), Job Supports (JS)			
Placement and Retention Services under a Performance Based Agreement (PBA)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	See Attachment C	<input type="checkbox"/>
Other CARF-Accredited Services			
Specify accreditation and service			<input type="checkbox"/>
Other Services Not Accreditable by CARF			
Specify: Transportation	\$0.56	Per Mile	N/A
Independent Living (IL) Services			
The Independent Living services in the checklist below (Title 34, CFR Part 364.4) are reserved for eligible Centers for Independent Living (Title 34, CFR Part 366.50).			
Independent Living Skills Assessment			N/A
Independent Living Skills Training			N/A
Peer Mentoring			N/A
Assistive Technology Assessments and Training			N/A
Advocacy			N/A
Information and Referral			N/A
Other – specify:			N/A

Attachment C – Performance-based Agreement (PBA) for Placement and Retention Services

Vocational Rehabilitation Services (VRS) purchases job placement services exclusively through this agreement for eligible persons from a qualified provider that complies with the provisions of the contract. Job placement services are intended for individuals who require assistance finding competitive employment (with or without ongoing employment support services) consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. VRS also purchases other services on a fee-for-service basis as identified as Attachment B – Fee for Service Rate Schedule.

Scope of Placement and Retention Services

Placement services assist persons served to obtain employment in a competitive job consistent with the *Individual Employment Plan* (IEP) developed by the person served and the VRS counselor. Frequent verbal communication is necessary among all parties. The community rehabilitation provider (CRP) is required to meet with the person served and the VRS counselor for the completion of the placement plan and at 90-day intervals to review the progress of the person served until the PBA is closed. The CRP must contact VRS when the person served has achieved job stabilization in supported employment outcomes as it is at stabilization that Vocational Rehabilitation Services can consider the consumer has moved out of training and into employment and the 90-day follow-up period starts. CRPs will not be paid until 90 days after stabilization has occurred and VRS will not close the case at 90 days past the job hire in supported employment cases. During this 90-day period, VRS will provide follow-up to ensure that the long-term supports are adequately meeting the consumer's needs. Placement services may not result in center-based employment or participation in a work crew or enclave. Nor can a CRP hire the person served as an employee and receive the PBA milestone payment as there would be an implicit and explicit conflict of interest between the role of service provider and the role of employer. PBA service is intended to pay for the CRP's efforts in seeking and securing employment with another employer. Any party can discontinue the relationship if job placement and retention plan objectives are not being met or progress is not being achieved. The party who wishes to discontinue the relationship must contact the other parties involved.

Placement services may include:

- **Intake** - community rehabilitation providers and consumers must agree that there is a "good fit," a provider may wish to review referral information or interview a potential consumer. These activities are considered "intake" and are included in the PBA fee. The community rehabilitation provider is not committed to working with a consumer until the provider signs the job placement and job retention plan.
- **Job Development** – using community resources and contacting employers to identify current job opportunities; assessing the characteristics of persons served

or services change substantially, or there is a significant time when the consumer is unavailable for services) a new PBA can be started. A maximum of \$3,800 will be paid, in the following increments, as milestone events are achieved and the required documentation is received by the State: Signed Placement Plan \$1,000; Job Hire \$1,300; Successful Placement \$1,500.

Milestone Events and Required Documentation

Signed Placement Plan. A signed *Placement and Retention Plan* is developed at a face-to-face meeting involving the person served, the community rehabilitation provider and the VRS counselor. The plan identifies the job goal, defines the roles and responsibilities of each of the three parties, and creates a consensus about the desired outcome. The plan must be signed by all three parties. The required documentation for each placement plan shall include: date; person served and telephone number(s); employment goal(s); expected employment outcome including number of hours per week, benefits, wages, and any special considerations such as physical limitations and/or job accommodations, days of the week, transportation needs, geographic limitations, child care or therapy needs, etc.; and the responsibilities of each party, the person served, VRS counselor, and service provider.

Job Hire. Job hire is the first complete, paid shift worked by the person served in the integrated labor market. If the person served loses his or her job prior to achieving the final milestone, the consumer is re-placed by the provider with no additional payment. The required documentation for each placement plan shall include: date, person served, date of first day of work, job title, job responsibilities, wage, benefits, number of hours per week, work schedule, employer and address, and any accommodations made to enable the person served to perform the job. The documentation shall be signed by Contractor's assigned placement staff or communicated via email whereby no signature is required.

Successful Placement. The person served has achieved the employment outcome that is described in the individual's IPE, consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice, and is in the most integrated setting possible consistent with the person's informed choice. The person served has maintained the employment outcome for an appropriate period of time, but not less than 90 days, necessary to ensure the stability of the employment outcome, and the person served no longer needs vocational rehabilitation services. At the end of the appropriate period, the individual and the VRS counselor consider the employment outcome to be satisfactory and agree that the individual is performing well in the employment. The following documentation shall be provided by Contractor before Contractor shall be entitled to claim the successful placement milestone event and payment: date; employer and address; hire date; job title; job responsibilities; wage; benefits; number of hours per week; work schedule; accommodations; ongoing employment support needs; employer comments on job performance; person served comments on job satisfaction; and the signature of Contractor's assigned placement personnel.

North Sites:	Address
Airpark	4619 Airpark Blvd Duluth, MN 55811 PH:218-723-4631
Grand Rapids Vocational Services	104 NE 3 rd St. Ste 200G Grand Rapids, MN 55744 PH:218-380-0554
Quality Enterprises	8053 Industrial Park Rd. Baxter, MN 56425 PH: 218-828-6062
Moose Tracks	471 N Arrowhead Ln. PO BOX 183 Moose Lake, MN 55767 PH:218-485-5078
Range Area Vocational Supports	1006 8 th St. So. Virginia, MN 55792 PH:218-741-9368
Lakes Employment Opportunities	110 East 2 nd St. Pillager, MN 56473 PH: 218-746-4182

South Sites:	Address
Canon River Enterprises	1400 Cannon Circle #9 Faribault, MN 55021 PH:507-332-2033
Crossroads	2000 SW Trott Ave. Willmar, MN 56201PH:320-231-5364
Sparks	14 NW 2 nd Ave. Clara City, MN 56222 PH:320-847-2689
Straight River Enterprises	405 1 st Ave. SE PO Box 180 Medford, MN 55049 PH:507-444-2427
Turtle Creek Industries	2103 14 th St. NE Ste. B Austin, MN 55912 PH: 507-433-9025
Valley Enterprises	1711 Gault St. St. Peter, MN 56082 PH:507-931-5103

Metro Sites:	Address:
Aurora Products and Services	245 East Roselawn, Ste. 19 & 20 Maplewood, MN 55117 PH:651-558-2100
Metro Resources Technology Park	7600 Golden Triangle Drive Eden Prairie, MN 55344 PH:952-826-6700
Metrotech Industries	7272 Commerce Circle East Fridley, MN 55432 PH:763-502-0798
Solstice Vocational Services	660 W. 92 nd St. Bloomington, MN 55420 PH:952-346-4336
Rum River Ornamental Products	520 North 1 st Ave. Isanti, MN 55040 PH:763-444-9819