

**STATE OF SOUTH DAKOTA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF REHABILITATION SERVICES &
DIVISION OF SERVICE TO THE BLIND AND VISUALLY IMPAIRED**

Agreement of Understanding
Between

State of South Dakota
Department of Human Services
Division of Rehabilitation Services &
Division of
Service to the Blind And Visually Impaired
Hillsview Plaza, East Highway 34
c/o 500 East Capitol
Pierre, SD 57501-5070

Referred to as Provider

Referred to as South Dakota Vocational
Rehabilitation Programs (SDVR)

I. STATEMENT OF PURPOSE:

The Provider and the South Dakota Vocational Rehabilitation (SDVR) programs enter into this Agreement effective on 4/01/2011 and end on 03/31/2013 to meet the requirements of the Ticket to Work and Self-Sufficiency Program. This agreement is for Vocational Rehabilitation providers who are not established as Employment Networks under the Ticket to Work and Self-Sufficiency Program.

This Agreement establishes the basis for the coordination of services and cost sharing between SDVR and said Provider who will work together to serve beneficiaries also referred to as “consumers” if SDVR eligible, under the Ticket to Work Program.

Goals of this Agreement include:

- Building strong partnerships between SDVR and Provider around the provision of vocational rehabilitation services for consumers.
- Ensuring that best practices and ethical standards are maintained and that the consumer's rights and choices are respected.
- Minimizing administrative burden.
- Expansion of services for South Dakotans who have disabilities.
- Establish terms for the recovery of costs/outcome payments by SDVR and Provider from the Social Security Administration (SSA).
- Assure that comparable benefits as prescribed in the Rehabilitation Act are used in accordance with the law and regulations.

II. CONDITIONS FOR SDVR PARTICIPATION IN SERVING “MUTUALLY ELIGIBLE TICKET HOLDERS”:

All of the following conditions need to be present for SDVR's participation in serving mutually eligible ticket holders.

- The consumer must agree to SDVR participation;
- The consumer agrees to apply for SDVR services and is determined eligible by SDVR;
- The consumer has signed a release of information for an exchange of information between SDVR and Provider;
- SDVR will maintain Individual Plans for Employment (IPE) on all consumers for whom SDVR provides services; and
- SDVR's portion of services must be consistent with the Rehabilitation Act of 1973 as amended, Vocational Rehabilitation regulations, and SDVR policy, and SDVR's involvement must be appropriate; and

III. ROLES AND RESPONSIBILITIES:

SDVR and Provider will work to ensure all participating consumers are informed of their rights and choices under the Ticket Program. This will include their option not to participate in the Ticket to Work program or to assign their Ticket to other available employment networks. SDVR and Provider will ensure consumers have access to information on the impact of employment on their federal benefits, state benefits, healthcare coverage and, when appropriate, refer consumers to available benefits counseling services.

Upon referral:

1. Provider agrees to supply SDVR with all supporting information to assist SDVR to complete the SDVR eligibility process in a timely fashion. This information should include: SSI/SSDI information, all psychological and medical documentation, any assessment information, work history and a signed Release of Information form.
2. Provider will not promise the consumer that any service (s) will be provided by SDVR. SDVR will serve SSI/SSDI beneficiaries referred by Provider who meet applicable law and regulation requirements.

Eligibility and Delivery of SDVR Services:

1. Consistent with the provisions of this Agreement, SDVR shall provide services to eligible beneficiaries who are referred by the Provider to respective SDVR agency. Eligibility shall be determined in accordance with SDVR Program Policy, Vocational Rehabilitation regulations and the federal Rehabilitation Act of 1973, as amended, to include the criteria that the beneficiary intends to achieve an employment outcome.
2. SDVR shall maintain and protect the confidentiality of all beneficiary information and documentation that is provided to SDVR by the Provider, consistent with the provisions contained in the Release of Information form signed by the beneficiary.

Case Closure and Completion of DHS-VR-310 Plan for Sustaining Employment:

1. Prior to the VR Counselor closing the consumer's Vocational Rehabilitation case file, a meeting should be held with the consumer, counselor and provider to complete and sign the DHS-VR-310 Plan for Sustaining Employment.
2. DHS-VR-310 document is signed and three copies will be made. The original should be placed in the VR Consumer file, a copy to the provider, a copy to the consumer and a copy should be sent to the SDVR State Office.

IV. PAYMENT:

Ticket assignments and payment options are handled on a case by case status for each SDVR consumer. If the Ticket has been assigned to SDVR, the following payment procedure will be utilized between SDVR and the Provider:

SDVR assigns the ticket and shares the payments with the Provider:

If SDVR chooses the payment option of Outcome-Milestone as defined in §411.525 – §411.590, payments will occur even if the beneficiary does not discontinue SSA cash payments. When the ticket is assigned to SDVR, SDVR will perform the administrative functions associated with the Ticket Program including enrollment, reporting, and billing functions. These will include the following:

- Activate the Tickets of said consumers with the Program Manager;
- Maintain case files and Individual Plans for Employment on all consumers who assign their Tickets to SDVR;
- Provide all the required reporting to the Program Manager; and
- Bill SSA for all appropriate outcome or reimbursement payments.

SDVR will provide or purchase the services that are identified on the consumer's IPE. The Provider may receive payment via fees for services when the services are completed in accordance with the approved fee schedule. If the wage records are not available from the State Unemployment Insurance records, the Provider will be asked to assist in verifying wage earnings.

On a quarterly basis, SDVR will equally share the payments received by SSA with the Provider for Phase I - Milestones 2, 3 and 4; Phase II – all Milestones; and Phase III – all outcomes. If the SSA made overpayments to SDVR which caused over payments to the Provider, the Provider will refund the overpayment or make adjustment on the next payment.

Prior to SDVR closing the Vocational Rehabilitation case, the consumer, SDVR and Provider will complete and sign the Plan for Sustaining Employment (Attachment I) for each consumer. Upon execution, the payments described above will be shared with the Provider.

V. DISPUTE RESOLUTION:

1. Should either party to this agreement believe that the other is in violation of any of the provisions of this agreement, the dispute shall be resolved informally between the district supervisor of the South Dakota Vocational Rehabilitation Agency and the executive director of the Provider or their designee.
2. Should the informal dispute resolution process fail to satisfactorily resolve the dispute, the matter shall be referred to the director of the appropriate South Dakota Vocational Rehabilitation program.

VI. CONTROLLING LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

VII. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this agreement are superseded by the terms of this agreement, and except as specifically provided herein, this agreement constitutes the entire agreement with respect to the subject matter hereof.

VIII. SEVERABILITY:

In the event that any provision of this agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IX. HOLD HARMLESS:

The Provider agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Employment Network to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

X. NOTICE:

Any notice or other communication required under this agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the division being contracted with on behalf of the State, and the Provider, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

XI. AMENDMENTS:

This agreement may not be assigned without the express prior written consent of SDVR. This agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of the parties hereto.

XII. TERMINATION:

This agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the South Dakota Vocational Rehabilitation for cause at any time, with or without notice. On termination of this agreement all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

XIII. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____	_____
Provider Signature	Date
_____	_____
State - DHS Division Director	Date
_____	_____
State - DHS Division Director	Date
_____	_____
State – DHS Office of Budget & Finance	Date

DHS Program Contact Person Bernie Grimme
Phone (605) 773-6284

DHS Fiscal Contact Person Alan Fickbohm
Phone (605) 773-5990

Consultant Program Contact Person _____
Phone _____

Consultant Fiscal Contact Person _____
Phone _____