

MEMORANDUM OF AGREEMENT
between
THE IOWA VOCATIONAL REHABILITATION SERVICES
and the
IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES - MEDICAID

Purpose

The purpose of this Agreement is to establish a statewide system of coordinated, cost efficient vocational/employment services for people with disabilities with minimal overlap of responsibility and maximum utilization of resources between Iowa Vocational Rehabilitation Services, hereinafter referred to as IVRS, and Iowa Department of Health and Human Services, hereinafter referred to as HHS. This agreement will serve to clarify roles and responsibilities of IVRS and HHS in regard to common consumers. In accordance with section 101(a)(8)(B) of the Rehabilitation Act of 1973 and 34 CFR § 361.53(d), this Agreement includes the following provisions:

1. A description of the financial responsibility of the State Medicaid program to provide such services;
2. Information identifying the terms, conditions, and procedures under which mutual job candidates will be served by IVRS and HHS;
3. Information describing procedures for resolving interagency disputes under the Agreement; and
4. Information describing the policies and procedures for each public entity to determine and identify the interagency coordination responsibilities for purposes of promoting the coordination and timely delivery of employment-related services.

Philosophy

The Agreement is predicated on Employment First, the belief that competitive integrated employment is the first priority and preferred outcome of publicly-funded services for people with disabilities, including those with the most significant disabilities. Services will be delivered based upon an individualized plan for a person according to his or her needs. Individual choice of service options will be honored to the extent possible through a coordinated service delivery system that makes the best use of existing and potential financial, human, and community resources. Both IVRS and HHS are considered funders of last resort by their respective legislation. This Agreement will assist in clarifying roles and responsibilities for reaching service/funding decisions.

Joint Responsibilities

IVRS and HHS agree to the following joint responsibilities:

1. Services authorized under this agreement must be provided by an approved vendor in a manner supportive of the philosophy governing both agencies, with an emphasis on informed choice and person-centered planning. Vendor approval prior to the delivery of services is required, however, separate certification of accreditation standards may be applied between IVRS and HHS.

2. Collaboration on the provision of joint staff training or cross training of staff is ongoing in order to ensure operational activities continue to meet the needs of the parties involved.

3. IVRS and HHS agree to obtain written consent from the job candidate, provider, and/or authorized representative for the release of information to any individual or entity not associated with the administration of the program.

4. A system is established that assures the following:

A. Plans shall address competitive integrated employment outcomes and specify services to be delivered and identify available options and the responsible party.

B. A partnership is developed that combines resources and individual expertise to provide appropriate competitive integrated employment outcomes for persons with developmental disabilities.

5. Technical assistance and support is provided as a matter of routine or as requested to consumers, family members, advocates, case managers, VR counselors, service providers, IVRS/HHS administrative staff, other State agency staff, and the general public.

6. Supported Employment Services will ensure a smooth transition from the short-term [IVRS/HHS-funded] to the ongoing/extended [HHS/Region-funded] or natural supports, when applicable.

7. IVRS and HHS will provide services/resources to the extent of available funding.

8. IVRS and HHS shall cooperate and collaborate in all respects in the performance of this Agreement including, but not limited to, sharing individual and service provider information. To the extent that any of such information is confidential pursuant to any federal or state statute or regulation, the party receiving that information shall ensure its continued confidentiality and use of such information only for the purposes set forth in this Agreement.

Iowa Vocational Rehabilitation Services' Responsibilities

1. The IVRS Counselor will direct services for individuals at a local level by:

A. Processing the application upon receipt of the referral to determine if the person qualifies and meets the criteria for requested IVRS services within sixty (60) days of application;

B. Developing an Individualized Plan for Employment (IPE) in accordance with IVRS guidelines after eligibility is determined:

C. Serving as a primary information resource for the individual with a disability, his/her family, the case manager, and other members of the team working with the person regarding IVRS programs and services (e.g. provide assessment or benefit planning information, etc.);

D. Providing vocational guidance and counseling for individuals with disabilities and their families;

E. Providing expertise to the team in defining goals, objectives, and support services needed to attain appropriate employment;

F. Contributing to the development of the Individual Service Plan (ISP);

G. Participating in team meetings that involve a mutual client or impact vocational services;

H. Assisting in monitoring individual progress on reaching Employment Outcomes;

I. Arranging and/or purchasing services; referring to other services, as needed and as identified in the IPE;

J. Assuring quality of vocational services provided;

K. Providing ongoing communication with all members of an individual's team as needed;

L. Cooperating with the case manager in monitoring quality of employment service, reviewing both individual and provider progress;

M. Encouraging individuals who enter Supported Employment Services (SES) and receive Social Security benefits to become aware of and utilize SSA work incentives;

N. Identifying ongoing supports to begin by the time of an individual's stabilization on the job.

2. Personnel assigned by IVRS will provide tracking and monitoring required for contract expenditures completed by IVRS.

3. For eligible individuals, IVRS may purchase adaptive equipment, rehabilitation engineering, and worksite modifications for community employment purposes only, consistent with the IPE.

4. Provide referral and funding as required for SES not covered by Waiver such as Employer Development. IVRS will implement appropriate supported employment funding for transition students until age twenty-four (24). IVRS will be the funder of first resort for transition-aged youth under the age of 24 who require SES. If a vocational outcome is not achieved by the time a job candidate turns 24, or if SES is no longer an employment goal, any remaining authorizations will be cancelled by IVRS in order for HHS funds to be utilized.

Any student, prior to their 24th birthday, who achieves stabilized employment, will receive long-term support from the Waiver. IVRS funding includes vocational services for eligible VR job candidates transitioning from secondary school program focused on competitive, community-based integrated employment. Services will be coordinated with Medicaid for a smooth transition of necessary services.

5. An eligible job candidate of IVRS waiting for services from the Waiver can be served by IVRS. Service for SES is authorized by IVRS until Waiver funds become available. At that time, IVRS would cancel any unused authorization(s) for remaining SES in order for Waiver funds to be used.

6. Both IVRS and HHS must adhere to their own policies and procedures for selecting vendors and authorizing funding. When IVRS determines that an employment outcome has been achieved, HHS will assume responsibility for employment-related support services as indicated in the job candidate's IPE.

Health and Human Services Responsibilities

1. The case manager will coordinate services for individuals at a local level by:

A. Referring the individual (with guardian, if involved) to IVRS when pursuing supported competitive integrated employment. It is the individual and/or guardian's responsibility to contact the counselor and make application for services. The case manager will provide the most recent ISP with psychological, medical and all diagnostic reports from HHS files upon request of the counselor with a signed release from the individual;

B. Convening and chairing team meetings, providing reasonable notice of meetings in advance to the IVRS counselor;

C. Working with the IVRS counselor, job candidate, family or guardian in selecting a vocational/employment service provider;

D. Sending updated copies of the ISP and related materials to the IVRS counselor and vocational services provider;

E. Including the Employment Services Outcomes and action steps in the ISP, and document how the required extended support services will be delivered;

F. Including the IVRS counselor and provider reports in employment reports;

G. Cooperating with the IVRS counselor in monitoring of the quality of employment service, reviewing both individual and provider progress;

H. Providing copies of the plans of care to the IVRS counselor and provider when submitted for approval (as needed).

2. Funds will be provided for job development, job coaching, and ongoing support to DHHS-eligible individuals for SES. For those eligible individuals of both programs, coordinated efforts will continue, including negotiating a cost-sharing arrangement that would include IVRS funds for Employment Development and recognizing IVRS intent to provide funding supports for those individuals 24 years of age and younger. During the transition period, both DHHS and IVRS will make efforts to coordinate the service and funding arrangements with input from the job candidate and case managers.

3. Contracts will be monitored through HHS Quality Assurance.

Conflict Resolution

In the event that IVRS and HHS are unable to achieve an acceptable cost-sharing arrangement, the following will apply:

1. Attempts will be made to resolve the issue at the lowest level of disagreement. When a responsibility for payment issue cannot be resolved at the lowest level it should be referred to the next highest level.

2. If the IVRS counselor and the HHS team member are unable to achieve an acceptable cost-sharing arrangement, administrative representatives from both agencies will discuss and bring resolution in the form of a cost-sharing arrangement to the matter.

3. This Agreement recognizes that each agency has its own administrative mechanisms for the timely resolution of internal disputes. This Agreement recognizes these procedures and permits each agency to resolve its own internal disputes.

Supersedes All Previous Agreements

This statewide Agreement supersedes any previously developed agreement between IVRS and HHS addressing those issues contained in this Agreement.

Amendments

Any modification or amendments to the Agreement must be in writing and agreed to by both parties. Either party may request modification or amendment of this agreement at any time by submitting thirty (30) days' written notice to the other party.

Termination

The parties agree that this Agreement may be terminated, completely or in part, by either party submitting thirty (30) days' written notice to the other party.

Americans with Disabilities Act

The parties ensure compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to this Act.

Effective Date


This Agreement shall be in effect from February 1, 2023 through January 31, 2027.

Daniel Tallon

Daniel P. Tallon, MPA, Administrator
Iowa Vocational Rehabilitation Services

2/20/23

Date



Elizabeth Matney
Director of Iowa Medicaid

02/28/2023

Date



Marissa Eyanson
MHDS Administrator HHS

2/27/2023

Date