

State of Iowa

Iowa Department for the Blind and Iowa Vocational Rehabilitation Services

MEMORANDUM OF AGREEMENT

Parties

The parties to this Memorandum of Agreement (MOA) are the Iowa Department for the Blind (IDB) and Iowa Vocational Rehabilitation Services (IVRS), a division of the Iowa Department of Education.

Purpose

The Rehabilitation Act of 1973, as amended, places a major emphasis on providing services to eligible individuals with the most significant disabilities including a significant visual impairment. 34 C.F.R. § 361.24(e) provides, "If there is a separate designated State unit for individuals who are blind, the two designated State units must establish reciprocal referral services, use each other's services and facilities to the extent feasible, jointly plan activities to improve services in the State for individuals with multiple impairments, including visual impairments, and otherwise cooperate to provide more effective services, including, if appropriate, entering into a written cooperative agreement." IDB and IVRS strive to minimize duplication of effort and maximize the use of both agencies' resources and facilities in serving individuals with disabilities.

The Parties maintain different procedures for determination of eligibility, documentation of disability, and the provision of services, including Pre-Employment Transition Services. This agreement does not require the Parties to provide services to individuals who would not otherwise be eligible for services, or to provide services that would not otherwise be required or allowed by applicable law or regulation.

It is mutually agreed that all participating IDB and IVRS staff will adhere to the following:

I. Populations Served

Vocational Rehabilitation (Title IV) serves individuals with disabilities who have an impediment to employment, including students who are considered potentially eligible. IDB serves those individuals who have a visual disability that may constitute to that individual a substantial impediment to employment. IVRS serves all other individuals with disabling conditions that meet the eligibility criteria.

In cases where substantial impediments to employment are caused by both the visual impairment and any other presenting disability, then the case is served by IDB. Whereas IVRS serves individuals who are deaf, IDB serves those who are determined to be deaf/blind. If a person is found to have a visual impairment or has a condition that will lead to progressive and/or rapid vision deterioration that person is served by IDB. If an individual being served by IVRS experiences vision loss that constitutes visual impairment, IVRS will refer this individual to IDB. IVRS and IDB staff will coordinate a warm hand off, if applicable, and smooth transition of the case and ensure no interruption in services. If, on the effective date of this agreement, an individual of IVRS has a visual impairment IVRS will close the case file.

II. Referrals

When the individual applying for services from IVRS has a visual impairment, IVRS staff will contact the IDB Intake Specialist or complete the online referral form within five business days. IDB staff will meet with the individual to determine eligibility. When the individual applying for services from IDB does not have a visual impairment but has other impairments that may make the individual eligible for vocational rehabilitation services, IDB staff will contact the local IVRS office or complete the online application form within five business days. IVRS staff will meet with the individual to determine eligibility.

III. Technical Assistance

IVRS may provide consultation and technical assistance to IDB upon request when an individual with a visual impairment that meets IDB's eligibility criteria and has a co-occurring disability without opening a case record. In cases where the individual was determined ineligible for IDB based on a visual impairment, and that is the only disabling condition, IDB may provide consultation and technical assistance to IVRS.

IV. Service Provision for Contracted Programs

The parties agree that referrals to contracted programs must meet the requirements defined within the specific contract.

If it is determined that an IDB client would benefit from participation in an IVRS contracted program, IDB will compensate IVRS for services provided. IVRS will invoice IDB for all costs incurred for each individual participating. IVRS will provide generated reports to IDB outlining services rendered by contracted staff.

IVRS will establish a virtual case in the case management system so contracted staff may enter services needed. IDB will provide IVRS with demographic information, eligibility documentation, and Pre-Employment Transition Services (Pre-ETS) Agreement and/or Individualized Plan for Employment (IPE) documentation on each individual prior to enrollment in the contracted program. If services are not identified on the Pre-ETS Agreement and/or IPE, the individual cannot participate as IDB is required to direct the allowable services for each individual.

IDB will work closely with the contracted staff to provide services to the individual who will participate in the contracted program. For contracted programs for high school students, IDB clients must be enrolled in the identified district to be eligible to participate in the program. Any accommodations and/or modifications needed for the student to participate in Pre-ETS activities through IVRS will be provided by IDB.

IDB and IVRS will communicate regularly regarding program offerings to facilitate participation in programming that can benefit individuals of both agencies. Costs of such programs will be based on the cost per service provided by the contracted program.

V. Pre-Employment Transition Services

Under WIOA, both IDB and IVRS are responsible to provide Pre-Employment Transition Services (Pre-ETS) to students with disabilities, and to reserve at least 15% of the federal basic support grant to serve this population. Each agency is responsible for the populations served; however, if either agency falls short of the goal, any loss of appropriation would impact both agencies. Therefore, IDB and IVRS agree to be responsible for their own 15% goal; in the event that one or either agency does not meet the goal, the agency assumes the corresponding loss of grant award monies.

The Parties have determined that the minimum appropriate age for provision of Pre-Employment Transition Services in Iowa is 14, unless special or extraordinary circumstances exist and an earlier age is deemed appropriate by the agency serving the individual.

VI. Individuals with Disabilities Employed at Subminimum Wage

This agreement seeks to ensure that “individuals with disabilities, including those with the most significant disabilities, can achieve employment in the community and economic self-sufficiency if provided appropriate services.” To accomplish this goal, the regulations implementing the Act encourage the designated state units to “work collaboratively to identify individuals with disabilities, particularly youth with disabilities, who are considering or who are already engaged in sub-minimum wage employment.” If an individual is identified, the parties agree to make the referral to the appropriate agency within the timeframe outlined in section II of this agreement. Each agency will provide the applicable career counseling, information and referral, and other requirements as mandated for the population served.

IX. Iowa Self-Employment Program

If it is determined that an IDB client needs to participate in the IVRS Iowa Self-Employment (ISE) program, IDB staff must make the referral to the IVRS Self-Employment Rehabilitation Assistant so the IVRS Business Development Specialist (BDS) is made aware of the client. The IVRS BDS will submit case notes to IDB after each individual meeting, within five business days. The IVRS ISE staff will document the time spent serving IDB clients in Workday, using a work reporting code. IVRS will invoice IDB on a quarterly basis.

X. Data Reporting & Sharing

Each agency is responsible for collecting the data necessary to meet the reporting requirements for the Case Service Report (RSA-911), the WIOA Annual Report, and for having internal control processes in place to ensure the accuracy and validity of their data. The RSA-911 instructions state, “when a blind or general agency in the same State identifies that an individual has been or is being served by the other agency, every effort should be made to ensure the same unique identifier is used for both agencies”. To fulfill this requirement, within 30 days after the conclusion of each calendar quarter (January 30th, April 30th, July 30th, October 30th), IDB will send a list of all potentially eligible and eligible individuals being served by the IDB program to IVRS. The list will include each individual’s First Name, Middle Name, Last Name, Social Security Number, Date of Birth, Client ID and Unique ID. IVRS will use the list to identify individuals being served by both agencies. IVRS will use the unique ID assigned by IDB for federal reporting for IVRS. The WIOA Annual Report requires that IDB and IVRS submit one combined State report to the Rehabilitation Services Administration (RSA). At the conclusion of each program year, after RSA has populated the WIOA Annual Report with data submitted through the RSA-911, IVRS and IDB will calculate the required elements not reported in the RSA-911 including: * Funds expended on Career Services * Funds expended on Training Services * Cost per participant served in Career Services * Cost per participant services in Training Services * Percent enrolled in more than one core partner program

IVRS will act as the responsible party for submission of the WIOA Annual Report for the State. IDB will provide the information needed for IVRS to calculate the combined elements no later than September 20th each year. IVRS will calculate the combined elements and submit the report prior to the October 1st deadline.

XI. Training

IDB and IVRS shall provide disability-specific training to the partnering agency upon request. IDB and IVRS will work to provide joint training to VR staff whenever it is mutually beneficial and practical to do so.

IDB and IVRS shall work together to jointly develop and provide training to community entities and partners to ensure understanding of each agency's responsibilities and requirements, as applicable.

XII. Initiatives

Both agencies agree to involve the other agency in discussions on major initiatives that could impact service delivery to job candidates. Both agencies agree to promote awareness of the services to other entities, (e.g., local education agencies (LEAs) and Area Education Agencies (AEAs)) in order to ensure that individuals with disabilities and the entities who serve them are aware of VR services.

XIII. Disagreements

If any disagreements regarding the provision of services arise, including a determination of which agency should serve the job candidate, a discussion will be held at the local level to attempt to reach a resolution. If an agreement cannot be reached, the IVRS Bureau Chief and IDB VR Program Administrator will reach a final resolution within ten (10) business days.

XIV. Term of Agreement

This agreement shall be in effect from (January 10, 2023) through June 30, 2024. Prior to expiration of this agreement, the parties shall meet to renew and/or modify this agreement. All prior agreement between IDB and IVRS covering the substance of this agreement are null and void, and the parties shall abide by this agreement from this point forward.

Iowa Department for the Blind Emily Wharton, Director

Signature:

Date: 1/9/23



Iowa Vocational Rehabilitation Services Daniel Talon, Administrator

Signature: *Daniel Tallon*

Date:

1/18/2023