**LETTER OF AGREEMENT**

**Between**

**The Tennessee Department of Human Services,**

**Division of Rehabilitation Services, Vocational Rehabilitation Services**

**and**

**(Printed Name of Community Rehabilitation Provider)**

**Address:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Fax #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-mail:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The Terms and Conditions of this Letter of Agreement (Agreement) apply to the following types of service(s) provided by the Community Rehabilitation Provider (CRP):**

|  |  |
| --- | --- |
| **Service** | **Counties Served** |
| [ ]  **Trial Work Experiences** |  |
| [ ]  **Vocational Assessment Services**[ ]  Basic Assessments[ ]  Work Readiness Assessment[ ]  Job Sampling[ ]  Job Shadowing [ ]  Integrated Work Site Assessment |  |
| [ ]  **Vocational Adjustment Services** |  |
| [ ]  **Job Placement Services** |  |
| [ ]  **Job Coaching Services** |  |
| [ ]  **Supported Employment Services** |   |
| [ ]  **Customized Employment Services** |  |
| **[ ]  Special Services** **[ ]  Project SEARCH® (Adult Model)****[ ]  Project SEARCH® (Student Model)****[ ]  Individual Placement and Support (IPS)****[ ]  Other (Please identify)****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |

If your agency will be providing services statewide, enter “Statewide” in the Counties Served column above.

For reference, the counties are as follows:

Carter Anderson Bledsoe Cannon Davidson

Cocke Blount Bradley Clay Robertson

Grainger Campbell Coffee Cumberland

Greene Claiborne Franklin DeKalb

Hamblen Knox Grundy Fentress

Hancock Loudon Hamilton Jackson

Hawkins Monroe Marion Macon

Jefferson Morgan McMinn Overton

Johnson Roane Meigs Pickett

Sullivan Scott Moore Putnam

Unicoi Sevier Polk Smith

Washington Union Rhea Sumner

 Sequatchie Trousdale

 Van Buren

 Warren

 White

 Wilson

Bedford Chester Benton Shelby

Giles Decatur Carroll

Hickman Fayette Cheatham

Lawrence Hardeman Crockett

Lewis Hardin Dickson

Lincoln Haywood Dyer

Marshall Henderson Gibson

Maury Lauderdale Henry

Perry Madison Houston

Rutherford McNairy Humphreys

Wayne Tipton Lake

Williamson Montgomery

 Obion

 Stewart

 Weakley

**A. PURPOSE.** The Tennessee Department of Human Services, Division of Rehabilitation Services,Vocational Rehabilitation (VR)is responsible for providing vocational rehabilitation services to eligible individuals with disabilities in Tennessee in accordance with applicable federal and state laws and rules. Some services, because of their unique nature and/or lack of State of Tennessee facilities, may best be provided by Community Rehabilitation Providers (CRP). The Terms and Conditions set forth in this Agreement describe the functions and responsibilities of Vocational Rehabilitation and the above named CRP to serve individuals with disabilities.

* 1. VR must adhere to federal law as defined by the Workforce Innovation and Opportunity Act (WIOA), Section 116(b)(2)(A)—Primary Indicators of Performance. The CRP agrees to support these indicators of performance through efforts to obtain long term employment for VR clients and at wages at or above the established median earnings level for VR clients.
	2. Services are expected to result in competitive integrated employment. Competitive integrated employment means employment at a location typically found in the community (in the competitive labor market) where the individual:

a. Is compensated at a rate that is not less than either the legal Federal or local minimum wage or the customary rate for the same or similar work performed by employees who are not individuals with disabilities and who have similar training, experience and skills;

b. Is eligible for the level of benefits provided to other employees who are not individuals with disabilities;

c. Interacts with fellow employees who are not individuals with a disability for the purpose of performing the job duties within the particular work unit and the entire work site and with other persons (customers, vendors, etc.) who are not individuals with disabilities, excluding CRP or other staff providing VR services, to the same extent as fellow employees who are not individuals with disabilities; and

d. Has the opportunity for advancement that is similar for other employees who are not individuals with disabilities and who have similar positions.

e. For self-employment, has income from a business that is comparable to the income of a similar business operated by an individual without a disability and who has similar training, experiences and skills.

**B. REFERRAL PROCESS.**

1. The referring VR counselor shall serve as a liaison representative to work with the CRP in the development of programs of services for eligible individuals.

2. The VR counselor will make all decisions regarding eligibility for rehabilitation services and the nature and scope of the vocational services to be provided.

3. At the time of referral, the VR counselor will provide the CRP with the appropriate background information. Appropriate background information will be determined by the VR counselor in consultation with the CRP. Examples of information provided may include:

a. Vocational assessment,

c. Medical/mental health records,

d. Educational records, and/or

e. Individual Plan for Employment (IPE)

4. Vocational Rehabilitation will pay the CRP for only those services that were authorized with a CRP referral form and signed vendor purchase order and actually provided to the individuals properly and in a timely manner as defined in the service descriptions.

5. The VR counselor and/or any authorized VR representative retain the right and responsibility to cease sponsorship of any individual(s) at any time upon providing notice to CRP.

**C**. **FUNCTIONS AND RESPONSIBILITIES OF COMMUNITY REHABILITATION PROVIDER.** The CRP agrees to comply with the processes, fee structure, and quality standards set forth in these Terms and Conditions.

1. The CRP staff will be responsible for the provision of services with the individual, including the scheduling of times and places in agreement with all parties involved.
2. The provision of quality services and thoroughly completed, typed, electronically submitted reports is a prerequisite to any payment by VR for services. The CRP shall not provide services until a signed, CRP referral form and vendor purchase order from VR is obtained specifying service(s) to be provided and period of time the service(s) is to be provided. No payment will be issued for services that begin prior to VR authorization.

1. The CRP shall maintain documentation for all charges billed to VR under these Terms and Conditions.  The books, records, and documents of the CRP relating to work performed or money received under the terms and conditions of this Agreement, shall be maintained for a period of five (5) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by VR or the Tennessee Comptroller of the Treasury, or their duly appointed representatives.  These records shall be maintained in accordance with generally accepted accounting principles.
2. If the CRP is unable to provide the services requested in the referral in a timely manner, the CRP shall notify, in writing, the referring VR Counselor of the need for a client staffing to determine if the client requires different services.
3. The CRP must be able to conduct business via electronic means. The CRP shall be responsible for maintaining computer, internet and email capabilities required to meet the provisions of this agreement.

**D**. **OTHER TERMS AND CONDITIONS.**

1. Hold Harmless. The Community Rehabilitation Provider agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Community Rehabilitation Provider, its employees, or any person acting for or on its or their behalf relating to these Terms and Conditions. The Community Rehabilitation Provider further agrees it shall be responsible for the reasonable cost of attorney’s fees for the State required to enforce this provision.

In the event of any suit or claim, each party to this Agreement shall give each other immediate notice and provide all necessary assistance to respond. The failure of VR State to give notice shall only relieve the Community Rehabilitation Provider of its obligations under this Section to the extent that the Community Rehabilitation Provider can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Community Rehabilitation Provider, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

1. Confidentiality of Records. The CRP shall not release personal information or records regarding any individual authorized for services by VR without the prior written consent of the individual, in accordance with 34 CFR § 361.38, , and Tenn. Code Ann. § 37-5-107 and § 37-2-408. In the event that individual data in the custody of the CRP is lost, stolen or otherwise compromised or at risk for misuse, the CRP shall notify VR in writing within 24 hours of the incident, including a copy of any law enforcement report. The CRP shall cooperate with VR by providing notice of the data breach to affected individuals and taking other corrective steps specified by VR, including but not limited to the purchase of credit risk counseling services for the affected individuals. The CRP will ensure individual records are maintained in a secure manner with reasonable protection against fire, water damage, theft or other hazards.
2. Assignment and Subcontracting. The Community Rehabilitation Provider shall not assign this Agreement or subcontract for any of the goods or services which CRP is obligated to provide under this Agreement without the prior written approval of VR. Notwithstanding any use of a subcontractor approved by VR, CRP shall remain responsible for ensuring compliance with all terms and conditions of this Agreement. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of rights or obligations under this Agreement in whole or in part, or the use of subcontractors in fulfilling the CRP’s obligations under this Agreement.
3. Conflicts of Interest. The CRP represents and warrants that no part of the amount paid to it for services shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the CRP in connection with any work contemplated or performed relative to this Agreement.

The Community Rehabilitation Provider acknowledges, understands, and agrees that these Terms and Conditions shall be null and void if the Community Rehabilitation Provider is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Community Rehabilitation Provider is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

1. Termination for Convenience. Either party may terminate this Agreement for convenience without cause and for any reason. A party’s exercise of its right to terminate this Agreement for convenience shall not be deemed a breach of agreement by either party. The terminating party shall give the other party at least thirty (30) days written notice before the termination date. The Community Rehabilitation Provider shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date, but in no event shall the State be liable to the Community Rehabilitation Provider for compensation for any good or service that has not been provided, nor shall the Community Rehabilitation Provider be relieved of any liability to the State for any damages or claims arising under this Agreement.
2. Termination for Cause. If the Community Rehabilitation Provider fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Community Rehabilitation Provider materially violates any terms of this Agreement (“Breach Condition”), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Community Rehabilitation Provider shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Agreement.
3. Lobbying.  The Community Rehabilitation Provider certifies, to the best of its knowledge and belief, that:

 a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Community Rehabilitation Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

 b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with services provided under this Agreement, loans, or cooperative agreements, the Community Rehabilitation Provider shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

 c. The Community Rehabilitation Provider shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

8. Non-discrimination. The CRP hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of services or in the employment practices of the CRP on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The CRP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants and service recipients, notices of non-discrimination.Annual training on Title VI and other non-discrimination laws should be documented by the CRP and available for review by the Vocational Rehabilitation. All new employees should receive training within 30 days of hire.

9. Public Accountability.  If the Community Rehabilitation Provider is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Agreement involves the provision of services to citizens by the Community Rehabilitation Provider on behalf of the State, the Community Rehabilitation Provider agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Community Rehabilitation Provider shall also display in a prominent place, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE:  THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER’S TOLL-FREE HOTLINE:  1-800-232-5454.

10. Monitoring**.** The activities conducted and records maintained by the CRP pursuant to this Agreement shall be subject to periodic monitoring and evaluation by the staff of the State of Tennessee.  The CRP is required to permit duly authorized DHS/VR, State and Federal auditors full access to and the right to examine any and all records and documents generated during the period this Agreement is in effect. Those persons authorized to do so shall be entitled to inspect any records, papers, documents, facilities or services of the CRP relevant to this Agreement.  In addition, those persons are entitled to interview CRP staff, community partners and Community Rehabilitation Providers of services to be assured of satisfactory performance of this Agreement.

 Any negative findings must be resolved by the CRP within the specified timeline(s). Failure to do so will result in sanctions up to and including cancellation of this Agreement.

11.Criminal History. The Grantee understands and agrees that no individual with a prohibited criminal history as defined below may work, or substitute to provide services under this Grant.

1. The CRP is responsible for completing a national level background check for each staff member providing services under this LOA. Individuals being added to the Grantee’s staff roster must have a background check that is no older than twelve (12) months. Incumbent staff must have a background check every thirty-six (36) months. Background checks shall be a comprehensive criminal background check. Background checks must be national in scope, not just where the individual has resided.
2. An individual shall be immediately and automatically excluded from contact with referred individuals if the individual’s background includes a criminal conviction, no-contest or guilty plea; or any pending criminal action, including individuals subject to any warrant, indictment, presentment or placement in a pretrial diversion involving any of the following:
3. Any offense involving the physical, sexual or emotional abuse or gross neglect of a person, or involving a threat to the health, safety or welfare of a person;
4. Any offense involving violence or the threat of violence against another person; and/or
5. Any offense involving the manufacture, sale, distribution or possession of any drug.
6. Any Driving Under the Influence convictions in the past three years for staff who may transport individuals receiving services.
7. The CRP hereby agrees that the CRP will make all attempts, including necessary national background checks, to ensure that no such individual described above is present during times when a referred individual is present in the CRP’s facility.
8. Failure to ensure that the CRP does not employ or associate with any individual with a criminal background as described above is grounds for immediate termination of this Letter of Agreement. VR may withhold any future payments if it is determined that an individual with a criminal background as described above is present during hours when a person referred for service is on the premises of the CRP.

12. State Employment. The CRP agrees that this Agreement in no way constitutes State employment for any CRP employee.

13. Billing. The CRP Director agrees that no other state or federal agency shall be charged or billed for any services that are being paid for by Vocational Rehabilitation.

14. Rehabilitation Services. It is mutually agreed that rehabilitation services are available to assist eligible individuals with disabilities to prepare for competitive integrated employment in accordance with VR approved State Plan, federal Law and regulations, the VR's order of selection and subject to availability of state and federal funds.

15. Licenses and Insurance. The CRP agrees to maintain licenses for operation and to carry appropriate insurance coverage as defined below. The CRP must carry adequate liability and other appropriate forms of insurance. This liability coverage must be maintained for the duration of the time that this Agreement is in effect.

a. The CRP must maintain, at a minimum, Comprehensive Commercial General Liability with bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

b. At any time, the State may require the CRP to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide evidence of insurance coverage shall be a material breach of this Agreement.

c. The CRP must ensure that employees who transport individuals who receive LOA services have the driver's license appropriate for the type of vehicle used (appropriate driver’s license class and endorsement(s)), liability insurance, and a good driving record. Any CRP staff person who has the occasion to transport individuals who receive services in either a personal or CRP-owned vehicle must have a valid driver’s license and vehicle insurance coverage. The CRP will be required to show proof of valid licenses, insurance coverage and motor vehicle record upon request.

16. CRP Staff Qualifications. The Community Rehabilitation Provider ensures that the staff members who perform duties outlined in this Agreement meet the qualifications as described in the LOA attachments. Staff members are defined as employees of the CRP. Interns, volunteers or other non-employees shall not provide services under this Agreement.

17. Amendment of LOA. This Agreement may only be amended by VR upon giving the CRP thirty (30) days written notice of the amendment. The CRP must notify VR in writing in the event it does not accept the terms of the amendment within fifteen (15) days, in which case the date the CRP provides notice that it does not accept the terms of the amendment will be deemed the first day of the 30-day notice of termination required in Sections D.5. above**.**

18. Charges to Service Recipients Prohibited. The CRP shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Agreement.

19. No Waiver. The failure by one party to require performance of any provision(s) of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or waiver of the provision itself.

20. U.S Dept. of Labor Guidelines. The Community Rehabilitation Provider agrees to comply with U.S. Department of Labor Guidelines for community–based rehabilitation organizations as set forth below:

U. S. Department of Labor

Employment Standards Administration

Wage and Hour Division

Field Operations Handbook

 Chapter 64 – Employment of Workers With Disabilities at Special Wages Under Section 14c

 Section 64c – Employment Relationship

 Section 64c08: Students with Disabilities and Workers with Disabilities Who are enrolled in Individual Rehabilitation Programs

1. Youths with disabilities often are especially disadvantaged in the workplace because their relative inexperience further complicates their ability to find and maintain meaningful employment. In recognition of the special needs of this population, the U.S. Departments of Labor and Education in 1992 jointly issued guidance regarding the employment relationship under the FLSA and community based education programs for students with disabilities. For these youths, community based employment means placement in a work site outside of his or her school setting, for example, the student may be placed in the mailroom of a corporation headquarters. Included in this guidance is the following "Statement of Principle" which summarizes the Wage and Hour Division [“WH”] enforcement posture and continued commitment to students with disabilities:

 "The U.S. Departments of Labor and Education are committed to the continued development and implementation of individual education programs, in accordance with the Individuals with Disabilities Education Act (IDEA), that will facilitate the transition of students with disabilities from school to employment within their communities. This transition must take place under conditions that will not jeopardize the protections afforded by the Fair Labor Standards Act to program participants, employees, employers, or programs providing rehabilitation services to individuals with disabilities."

b. In 1993, the U.S. Department of Labor and the National Rehabilitation Facilities Coalition jointly issued similar guidance regarding the FLSA employment relationship and individuals with disabilities (not students in local public school systems) who are enrolled in individualized community-based rehabilitation programs. Enrollment in individualized community-based rehabilitation programs for these individuals means placement in a work site away from the rehabilitation facility. This document also included the following Statement of Principle:

"The U. S. Department of Labor and community-based rehabilitation organizations are committed to the continued development and implementation of individual vocational rehabilitation programs that will facilitate the transition of persons with disabilities into employment within their communities. This transition must take place under conditions that will not jeopardize the protections afforded by the Fair Labor Standards Act to program participants, employees, employers, or other programs providing rehabilitation services to individuals with disabilities."

c. In an effort to promote vocational training for workers with disabilities, WH will not assert an employment relationship between the worker with a disability, the rehabilitation facility or school, and/or the business where the worker has been placed when all of the seven following criteria are met (note: the criteria are the same for both students and non-students enrolled in vocational rehabilitation programs):

1. Participants are individuals with physical and/or mental disabilities for whom competitive integrated employment at or above the minimum wage level is not immediately obtainable and who, because of their disability, will need intensive ongoing support to perform in a work setting. Participation is for vocational exploration, assessment or training in a community-based work site under the general supervision of rehabilitation organization personnel, or in the case of a student with a disability, public school personnel.
2. Community-based placements must be clearly defined components of individual rehabilitation programs developed and designed for the benefit of each individual.
	* 1. Each student with a disability shall have an Individualized Education Program (IEP) which lists the needed transition services established for the exploration, assessment, training, or cooperative vocational education components.
		2. Each participant in a community-based rehabilitation organization program must have an Individual Plan for Employment (IPE) which includes a statement of needed transition services established for exploration, assessment, or training components. In the past these plans were called Individualized Written Rehabilitation Plans (IWRP).

1. Documentation will be provided to WH upon request that reflects that the individual is enrolled in the community-based placement program, that this enrollment is voluntary and that there is no expectation of remuneration. However, the information contained in the IEP or IPE does not have to be disclosed to WH. The individual with a disability and, when appropriate, the parent or guardian of each individual must be fully informed of the IEP or IPE and of the community-based placement component of the plan.
2. The activities of the individuals with disabilities (participants) at the community-based placement site do not result in an immediate advantage to the business. Factors that would indicate the business is advantaged by activities of the individual include:
	* 1. Displacement of regular employees.
		2. Vacant positions have been filled with participants rather than regular employees.
		3. Regular employees have been relieved of assigned duties.
		4. Participants are performing services that, although not ordinarily performed by employees, clearly are of benefit to the business.
		5. Participants are under continued and direct supervision of employees of the business rather than representatives of the rehabilitation facility or school.
		6. Placements are made to accommodate the labor needs of the business rather than according to the requirements of the individual's IEP or IPE.
		7. The IEP or IPE does not specifically limit the time spent by the participant at any one site, or in any clearly distinguishable job classification.
3. While the existence of an employment relationship will not be determined exclusively on the basis of the number of hours spent in each activity, as a general rule, an employment relationship is presumed not to exist when each of the three components does not exceed the following limitations:
	* 1. Vocational explorations - 5 hours per job experienced
		2. Vocational assessment - 90 hours per job experienced
		3. Vocational training - 120 hours per job experienced

In the case of students, these limitations apply during any one school year.

1. Individuals are not entitled to employment at the business at the conclusion of the IEP or IPE. However, if an individual becomes an employee, he or she cannot be considered a trainee at that particular community-based placement unless in a different, clearly distinguishable occupation.

i. An employment relationship will exist unless all of the criteria described in FOH 64c08(c) are met. If an employment relationship is found to exist, the employer will be held responsible for full compliance with the FLSA.

ii. Business and rehabilitation organizations may, at any time, consider participants to be employees and pay them the full MW required by section 6(a) or the SCA. Properly certified employers may also pay SMWs to participants who are disabled for the work being performed. Employees under age 20 may be paid the Youth Opportunity Wage as provided by section 6(g) of the FLSA rather than an SMW. The Youth Opportunity Wage may never be the prevailing wage upon which a commensurate wage is based.

21. Meeting Venues. At no time should an individual referred by VR be in the private residence of a CRP staff member. Meetings with individuals should be held in appropriate, public locations where confidentiality can be maintained at all times.

22. Training Requirements.

a. CRP staff must complete new hire training within six (6) months of appointment to a position providing vocational rehabilitation services. This training will be provided by a VR approved training source. Training documentation must be maintained and be readily available for any VR monitoring activity.

b. Each CRP employee who is providing services must receive twelve (12) hours of continuing education training within the VR designated time frame. This training will be provided by a VR approved training source. Documentation to support that training has occurred must be submitted to the VR Grants, Contracts and Agreements unit each renewal year.

c. CRP staff who do not complete the required twelve (12) hours of continuing education will be required to complete new hire training again. These individuals will not be approved to provide LOA services until they have completed new hire training.

d. New CRP staff who complete new hire training within the VR designated time frame for continuing education hours have completed their training requirement. CRP staff who must re-complete new hire training due to not completing the required continuing education hours must also complete the required twelve (12) hours of continuing education for the new continuing education period.

23. CRP Staff Roster. The CRP will verify that staff meet the qualification standards for each type of service that each individual staff member provides. The CRP will send a roster of employees who have been verified to the VR Grants, Contract and Agreements unit. An updated roster must be submitted to the VR Grants, Contracts and Agreements unit when any new employees are hired, when staff leave or there is a change in their job duties. An updated roster must also be submitted as part of the application package each year. The CRP ensures the staff that performs the duties outlined in this Agreement have the skills necessary to successfully carry out the service(s). New CRP staff shall not provide any LOA services until they have been added to the CRP staff roster and received an approval letter from VR.

24. Reporting Requirements. The CRP will complete a quarterly program report for each service they have been approved to provide. Even if no referrals have been received or no activity has taken place for a particular service, a program report is still required. The program report(s) will include all individuals for which the CRP is providing services under this Agreement during the current calendar year. The report(s) will be submitted electronically to the VRreports.DHS@tn.gov mailbox by no later than the 15th day of October, January, April, July.

Failure to submit timely program reports will result in sanctions up to and including termination of this LOA.

25. All forms and reports referenced in the Agreement and attachments will be emailed to the CRP as part of the approval process. The forms and reports will also be available after January 1, 2019 at: <https://www.tn.gov/humanservices/ds/vocational-rehabilitation/dhs-vr-loa.html>.

26. Any exceptions to the Terms and Conditions set forth in this Agreement must be requested by the CRP in writing. The Assistant Commissioner of the Division of Rehabilitation Services or their designee will respond in writing to each request.

27. These Terms and Conditions supersede any prior Agreements, contracts or Letters of Agreement.

**ACCEPTED:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name of Community Rehabilitation Provider**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CRP Director Signature                      Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of CRP Director

**Tennessee Department of Human Services - Vocational Rehabilitation**

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Authorized Signature Date