



Nebraska VR Service Agreement

01/2024

To be completed by proposed service provider:

Service Provider Business or Individual Name			FTIN/SSN	
Address			Telephone	
City	State	ZIP	Primary Email	

Does the service provider employ persons who directly provide these services to persons with disabilities? Yes No
 Does the individual named, the business owner(s) or business principals directly provide these services to persons with disabilities?* Yes No

To be completed by Nebraska VR:

Effective Dates. This agreement begins _____ and ends _____. The term may not exceed three (3) years with review annually. At the end of this agreement a new agreement must be signed to continue service provision.

Is this agreement with an Independent Provider (enrolled through Maximus as a Medicaid provider with DHHS)? Yes No

Medicaid Provider Number _____

Mileage will be paid at the current NDE vendor mileage rate for travel from the provider's primary work location to the service delivery site in excess of 25 miles round trip. Yes No

Scope of Services. This agreement is for the provision of the vocational rehabilitation service(s) listed below at the stated fee(s).

Service	Fee/Unit	Service	Fee/Unit
<input type="checkbox"/> Job Coaching *		<input type="checkbox"/> Benefits Assessment*	See attached Payment Schedule(s)
<input type="checkbox"/> Job Coaching/Placement*		<input type="checkbox"/> Benefits Planning*	
<input type="checkbox"/> Job Coaching/Interpreting*		<input type="checkbox"/> Benefits-PASS Development*	
<input type="checkbox"/> Job Readiness Training		<input type="checkbox"/> Benefits Management*	
<input type="checkbox"/> Work Site Skills Trainer*		<input type="checkbox"/> Rehab Technology - Rehab Engineering	
<input type="checkbox"/> Self-Employment Consultation *		<input type="checkbox"/> Independent Living Training*	
<input type="checkbox"/> Individual Supported Employment* ◆ Plan for Job Development ◆ Job Search Development and Placement ___ I/DD ___ BH ___ ABI ___ Autism	See attached Payment Schedule(s)	<input type="checkbox"/> Business Plan Implementation/Revision*	
<input type="checkbox"/> Interpreter – Deaf or Hard of Hearing (Indicate NAD, NIC, QAST, or RID certification level. Attach copy of certificate and license.)		<input type="checkbox"/> Customized Employment* <input type="checkbox"/> Discovery ◆ Plan for Job Development ◆ Job Search Development and Placement ___ I/DD ___ BH ___ ABI ___ Autism	See attached Payment Schedule(s)
<input type="checkbox"/> TQAST _____ <input type="checkbox"/> IQAST _____		<input type="checkbox"/> Interpreter – Foreign Language	
<input type="checkbox"/> NAD III <input type="checkbox"/> NAD IV <input type="checkbox"/> NAD V		<input type="checkbox"/> Other: _____	
RID: <input type="checkbox"/> CI <input type="checkbox"/> CT <input type="checkbox"/> CI/CT <input type="checkbox"/> CSC <input type="checkbox"/> CDI <input type="checkbox"/> IC/TC <input type="checkbox"/> IC <input type="checkbox"/> TC <input type="checkbox"/> NIC <input type="checkbox"/> NIC Advanced <input type="checkbox"/> NIC Master			

* Background check requirement applies; see details in Terms, Conditions, and Assurances. ** Denotes assurances, below, that do not apply to **Independent Providers**.

Terms, Conditions, and Assurances

A Service Agreement is not a contract that itself binds Nebraska VR to pay a service provider nor guarantee payment by VR of any fixed amount to a service provider nor obligate VR to use of the provider's available service capacity. Following execution of this Service Agreement by both VR and the service provider and during the effective dates of the service agreement, VR may elect to offer one or more particular services tasks or projects to the service provider by way of an authorization form as described in the paragraph "VR responsibilities" below. A Service Agreement does not bind the provider to reserve any service capacity for use by Nebraska VR nor restrict the provider from selling all of its available services to other purchasers.

Conflict of Interest: A conflict of interest exists when financial or other personal considerations may compromise or have the appearance of compromising the provider's professional judgment working with clients under their service agreement. Service providers shall not have any interest, financial or otherwise, or engage in any business transaction or professional activity which creates a conflict of interest, such as –

1. Assisting or encouraging clients in an endeavor that directly benefits the provider, the provider's family or a business with which the provider is associated.**
2. Having a financial interest in the client's business or employment arrangement.**
3. Using clients to conduct business or services that results in profit to the provider.
4. Providing financial or personal assistance to clients beyond that which the provider has agreed to provide under the service agreement.**
5. Using information gathered under the agreement for personal financial gain.
6. Recommending purchases to clients or employees of the Department of Education from companies in which the provider or the provider's family has any financial interest.
7. Using their position to secure personal or business privileges or favors from clients or employees of the Department of Education.
8. Offering or giving to clients or employees of the Department of Education anything of value, including a gift, loan, contribution, or reward.
9. Soliciting or accepting from clients or employees of the Department of Education anything of value, including a gift, loan, contribution, or reward.

Information exchange and confidentiality. Both parties will exchange information needed to plan, coordinate, and evaluate services to an individual. Both parties will keep this information confidential and will further release it only with the informed written consent of the person.

Renegotiation. The terms of this agreement may be renegotiated if both parties agree.

General responsibilities of service provider. The provider assures compliance with these general requirements in providing services to persons with disabilities:

1. The provider will provide directly the agreed-on services and will not contract out to another entity to provide them.
2. Any facility in which services are provided will be accessible to persons receiving services and will comply with the requirements of the Architectural Barriers Act of 1968, the Uniform Accessibility Standards and their implementing regulations in 41 CFR Part 101, Subpart 101-19.6, the Americans with Disabilities Act of 1990, and sections 504 and 508 of the Rehabilitation Act.
3. The provider will take affirmative action to employ and advance in employment qualified persons with disabilities.
4. Personnel employed to provide the services in this agreement will be qualified, in accordance with any applicable national or State-approved or recognized certification, licensing, or registration requirements, or, in the absence of these requirements, other comparable requirements (including State personnel requirements), that apply to the profession or discipline in which that category of personnel is providing vocational rehabilitation services.
5. The provider will include among its personnel, or obtain the services of, persons able to communicate in the native languages of persons served who have limited English speaking ability; and ensure use of appropriate modes of communication for all persons served.

6. The provider assures that all personnel engaged in direct service provision will adhere to generally accepted community and employer standards for dress, grooming, and hygiene, assume responsibility, maintain a schedule appropriate to the needs of the person being served, and adapt to new or changing circumstances.
7. The provider will tell VR within three (3) working days of the date of any arrest for a felony or misdemeanor involving neglect or abuse of a child or vulnerable adult of a staff member engaged in direct service provision.
8. The provider will give VR information needed to enable persons with disabilities to make informed choices about the services provided. At a minimum, this must include information relating to accessibility of services; duration of services; client satisfaction with services; the qualifications of service providers; and the degree to which services are provided in settings in which persons being served have regular contact with persons who do not have disabilities.
9. The provider will not discriminate against any person with a disability because of race, age, color, sex, national origin, religion, or type of disability, and will provide reasonable accommodations if needed to permit the person to fully participate in and benefit from the service.
10. The provider will not provide services under this agreement to relatives, friends, or others with whom there is a relationship that may have the potential to influence objectivity.**
11. The provider will get prior approval from VR before making any change in the goals, objectives, or services provided to the person.
12. The provider will report promptly all changes in the person's personal, family, or financial situation to VR.
13. The provider will inform all persons with disabilities served of their right to assistance from the Client Assistance Program and will inform the Client Assistance Program of any individual problem, complaint, or grievance which is not satisfactorily resolved at the lowest level of the provider's grievance procedure.
14. The provider will provide service only as authorized in advance by VR, and only in the amounts authorized.
15. The provider will not provide service on time paid for by other public funds.
16. The provider will bill VR only for authorized services that have been provided. Bills or invoices must identify the person served and the dates, amounts, and types of each service provided during the billing period.
17. The provider will have adequate and appropriate policies and procedures to prevent fraud, waste, and abuse.
18. The provider will provide Nebraska VR, the Nebraska Department of Education, the Auditor of Public Accounts, the U.S. Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives access to individual service records, reports, and fiscal records for purposes of quality assurance, fiscal audit, or program evaluation.

General qualifications for providers of direct services to individuals. The service provider assures that all persons engaged in direct service provision will meet these general qualifications:

1. Have training and experience related to the service(s) to be provided; the necessary skills to provide the service(s); and the ability to adapt their activities to the unique

VERIFICATION OF LAWFUL PRESENCE IN THE UNITED STATES

The service provider is required and hereby agrees by the provider's signature below that, as a pre-condition for performance under this service agreement and for payment for services, the provider will use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Service Provider is an individual or sole proprietorship, by their dated signature below, attests that they: (CHECK ONE)

Are a citizen of the United States — OR —

Are a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____. I agree to provide a copy of the US Citizenship and Immigration Services documentation to verify my lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Receipt of this documentation is required for this agreement to be effective and no work under this agreement is to begin, nor will VR issue the provider any payment until the documentation is provided to VR.

If Service Provider is not an individual or sole proprietorship, sign and date below.

As a pre-condition of performance and payment under this agreement, the service provider understands and agrees that lawful presence in the United States is required and the service provider may be disqualified or the agreement terminated if such lawful presence cannot be verified.

- needs of persons with disabilities.
2. Have the mental and physical capacity to provide the service(s), and not have an infectious and communicable disease that may pose a direct threat to the health or safety of anyone served.
3. Have any applicable state or local licenses, certifications, registrations, or permits related to the service(s) to be provided.
4. Be at least 19 years old.
5. Not be presently debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from participation by any Federal agency.

Background check requirement. This requirement applies if this agreement includes job coaching, individual supported employment, work site skills trainer, business plan implementation/revision, benefits assessment, benefits planning, benefits-PASS development, benefits management, self-employment consultation and and/or independent living training.

1. If this agreement is with an individual, an Independent Provider, or the service provider's owner(s) or business principals will provide these direct services, VR will conduct a background check. No services can be provided until the provider passes the background check unless an exception request is approved.
2. If this agreement is with a service provider employing individuals who will provide direct services under this agreement, the authorized representative's signature on this agreement gives written assurance that persons the service provider employs to provide these direct services have not been convicted of a felony or misdemeanor involving neglect or abuse of a child or vulnerable adult and do not appear on the DHHS Abuse/Neglect registries or the State Patrol Sex Offender Registry.

Service provider violation. If the service provider violates any provisions of this agreement VR, at its option, may terminate the agreement immediately. If there are any damages resulting from the violation, legal remedies may be pursued to recover the damages.

VR responsibilities. Under this agreement, VR will—

1. Determine the nature, scope, and extent of the services needed by each person to be served.
2. Authorize service(s) for the person to be served in advance and send an authorization form to the provider.
3. Notify the provider if the authorized service(s) is/are to be terminated or changed before the end of the authorization period.
4. Honor claims and make payments for services authorized and provided in accord with this Agreement.

Termination. This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. This notice requirement may be waived by VR and the agreement terminated immediately in cases of felony, fraud, false claims, crimes of neglect and abuse, illness, death, injury, or fire.

<p>I certify the service provider will comply with the terms, conditions, and assurances.</p> <p>_____</p> <p>Printed name of service provider representative</p> <p>Signature _____ Date _____</p>	<p>I approve this agreement.</p> <p>_____</p> <p>Printed name of Nebraska VR representative</p> <p>Signature _____ Date _____</p>
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