

MEMORANDUM OF UNDERSTANDING
Between
Mississippi Department of Rehabilitation Services
North Mississippi Health Services, Inc
Tupelo Public School District

- I. Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between the Mississippi Department of Rehabilitation Services and Vocational Rehabilitation for the Blind (MDRS), and **North Mississippi Health Services, Inc (NMHS)** and Tupelo Public School District (TPSD).
- II. Period of Performance.** The period of performance of this MOU shall commence upon execution of all parties but not before June 1, 2019, and end no later than July 31, 2020.
- III. Purpose.** The Parties to this MOU will collaborate and cooperate to create a High School Project SEARCH Transition program at North Mississippi Health Services for a maximum of 12 students with developmental disabilities, and to foster and facilitate the acquisition of jobs by people with disabilities when possible. This MOU specifies the roles and responsibilities of the Parties as they work in partnership to increase opportunities for persons with disabilities
- IV. Participant.** For the purpose of this MOU, participant is defined as a student with a disability who meets the following criteria:
1. Not younger than 18 years of age and not older than 21 years of age on September 1, 2019.
 2. Has received education services or related services under IDEA or is an individual with a disability for the purpose of section 504 of the Rehabilitation Act: and
 3. Is eligible for VR/VRB services.
- V. Responsibilities of Parties.**
- A. Both MDRS and TPSD (Project SEARCH) agree to:
1. Participate on the selection committee for new students interns.
 2. Provide input to the team for the intern career goal.
 3. Assess progress and give feedback to student interns.
 4. Participate in monthly meetings at the host business.
- B. NMHS (Host Business) agrees to:
1. Provide classroom space for student and teacher.
 2. Develop a minimum of 12 intern work sites and a point of contact at each site.
 3. Provide access to hiring opportunities if a Project SEARCH participant is appropriate for an internal job opening.
 4. Provide badges and parking access for staff working with student interns.
 5. Require work site managers to give direction, feedback and evaluation to students during their work site rotation.
 6. Assist with confirming a point of contact at each internship site to serve as a liaison for staff and student intern.
 7. Organize orientation process per student interns.

- C. TPSD (School) agrees to:
 - 1. Provide teacher for student at NMHS site location.
 - 2. Provide access of student interns' records to MDRS counselor upon request and with proper authorization.
 - 3. Coordinate regular meetings with partners to discuss and evaluate program progress.
 - 4. Provide transportation for interns to and from NMHS site location.
 - 5. Provide interns with a daily lunch.

- D. MDRS/VR/VRB agrees to:
 - 1. Receive referral information on students expected to participate at intern site.
 - 2. Determine eligibility in accordance with 34 CFR 361.42 (a) (1) for VR services:
 - a. A determination that the applicant has a physical or mental impairment constitutes or results in a substantial impediment to employment.
 - b. A determination that the applicant requires VR services to prepare for, secure, retain employment consistent with the applicant's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
 - c. Develop an Individualized Plan for Employment and provide, as appropriate, vocational rehabilitation services based on the vocational needs of each eligible individual through the individual's informed choice.
 - d. Authorize job coaching and job development services for each intern (20 hours weekly).
 - e. Participate in employment planning meetings.
 - f. Assist in the identification of long-term retention through community provider when appropriate.
 - g. Provide assistance with employment related needs such as background checks, uniforms, etc.
 - h. Provide 2 job coaches.

VI. General Terms and Conditions.

- A. Assignment. Neither party may assign or otherwise transfer its obligations or duties under this MOU without the prior written consent of the other party.

- B. Compliance with Laws. Both parties shall comply with all applicable laws, regulations, policies and procedures and of the United States of America the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this MOU. Specifically, but not limited to, both parties shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this MOU because of race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws.

- C. Confidentiality. TPSD/NMHS assures that any and all information regarding clients of MDRS will be kept strictly confidential pursuant to 34 CFR 361.38.

- D. Indemnification. The tort liability of each party, as an entity of the STATE of Mississippi Code Annotated §§ 11-46-1 et seq. (1972), as amended), included all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.
- E. Background Check. The job coach shall be subject to a standard background check before beginning any duties under this agreement. The results of this background check shall be deemed satisfactory by MDRS/TPSD/NMHS.
- F. Funding. It is expressly understood that the fulfillment of the conditions of this MOU by MDRS/TPSD/NMHS is conditioned upon the receipt of federal and state funds, and any cessation or reduction of federal and/or funds affecting either party's ability to fulfill this MOU shall, at the option of the party whose federal or state funding has been reduced or terminated, constitute grounds for the avoidance of this MOU whose state or federal funding has been reduced or terminated shall notify the other party to this MOU, in writing, of such event and this agreement shall be void.
- G. Governing Law and Legal Remedies. This MOU shall be construed and governed in accordance with the laws of the State of Mississippi. NMHS expressly agrees that under no circumstances shall MDRS be obligated to pay an attorney's fee or the cost of legal action to NMHS. MDRS expressly agrees that under no circumstances shall NMHS be obligated to pay an attorney's fee or the cost of legal action to MDRS.
- H. HIPAA Compliance. As applicable all agree to comply with the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this MOU.
- I. Modification or Amendment. Information developed as a result of this MOU that directly pertains to the provisions herein will be dated and signed by the chief executive officer of each party to this MOU and will be appended as amendments. Other modifications, changes or amendments to this MOU may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
- J. Termination for Convenience. Any party may terminate this MOU at any time by giving notice, in writing, to the other party, specifying the effective date of termination. Such notice must be given no less than thirty (30) days prior to the specified date of termination.
- K. Transparency. This MOU, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq. (1972, as amended) and

Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by any party as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

- L. When on NMHS premises all employees, agents and interns of MDRS and TPSD shall follow NMHS policies and procedures.
- V. **Notice.** Any notice required or permitted to be given under this MOU shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below. Each party agrees to promptly notify the other in the event of change of address.

MDRS: Chris M. Howard, Executive Director
Mississippi Department of Rehabilitation Services
Post Office Box 1698
Jackson, Mississippi 39215-1698

NMHS: Sondra A Davis, CHRO
North Mississippi Health Services
830 S. Gloster
Tupelo, MS 38801

TPSD: Dr. Rob Picou, Superintendent
Tupelo Public School District
72 South Green Street
Tupelo, MS 38804

Any other correspondence concerning this agreement (invoices, technical/programmatic matters, etc.)

MDRS:

For Program Matters: Josh Woodward, BDS Director
Mississippi Department of Rehabilitation Services

Post Office Box 1698
Jackson, Mississippi 39215-1698

For Technical Matters: Faye Culpepper, OVR Program Coordinator
Mississippi Department of Rehabilitation Services
Post Office Box 1698
Jackson, Mississippi 39215-1698

NMHS: Sondra A Davis, CHRO
North Mississippi Health Services
830 S. Gloster
Tupelo, MS 38801

TPSD: Genna McAlpin, Special Education Director
Tupelo Public School District
904 Fillmore Street
Tupelo, MS 38810

VI. Entire Agreement. This MOU constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE By: _____
Chris M. Howard, Executive Director
Mississippi Department of Rehabilitation Services

DATE By: _____
Bruce Toppin, Chief Legal Officer
North Mississippi Health Services

DATE By: _____
Dr. Rob Picou, Superintendent
Tupelo Public School District

