

## Optimizing Collaboration: A Guide to Cooperative Agreements Between Blind and General VR Agencies

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This resource describes how two State Vocational Rehabilitation (VR) agencies in States with a separate VR agency to serve individuals who are blind must collaborate to—

- Establish reciprocal referral services;
- Coordinate the allocation and expenditure of Federal award funds when using each other's services and facilities;
- Jointly plan activities to improve services in the State for individuals with multiple disabilities, including visual impairments; and
- Collaborate and cooperate in providing more effective services.

These requirements, if appropriate, can be outlined in a written cooperative agreement between the two VR agencies within the State. Beyond the specific regulatory requirements, it is beneficial to both VR agencies and the individuals with disabilities they serve to collaborate, coordinate, and communicate regularly and openly on the following areas of specific interest to both agencies:

- Management of the 15% minimum reservation of funds for pre-employment transition services (Pre-ETS);
- VR program data collection and reporting;
- Provision of services to individuals with disabilities employed at sub-minimum wage (Section 511);
- Coordination in the recruitment and training of impartial hearing officers;
- Participation on boards and councils;
- Determination of the percentage distribution of Federal (VR and Supported Employment (SE)) funds between the two agencies; and
- Discussion of non-Federal share or match and reallocation considerations, including the extent to which non-Federal share at the State level affects carryover for each VR agency and Maintenance of Effort (MOE).

Coordination between the VR agencies is particularly important given that the VR and SE funds allotted to each agency by RSA may ONLY be used for the provision of the VR or SE services assigned to the agency under the VR services portion of the Unified or Combined State Plan. For example, a VR agency that serves individuals who are blind may not use its VR funds for the provision of VR services to individuals who are not eligible to receive services through the Blind agency. In order to use VR or SE funds allotted to a State VR agency for purposes assigned to another State VR agency in the VR services portion of the Unified or Combined State Plan, RSA must formally transfer the grant funds between the State's VR or SE awards.

## Regulatory Requirements

Section 101(a)(11)(A) of the Rehabilitation Act of 1973 (Rehabilitation Act), as amended by Title IV of the Workforce Innovation and Opportunity Act (WIOA), outlines requirements for cooperative agreements with other components of the statewide workforce development systems, and [34 C.F.R. § 361.24\(e\)](#) addresses the requirements for the reciprocal referral services between two designated State units in the same State. RSA further explains this requirement in its technical assistance circular, [TAC-12-04 Provision of Vocational Rehabilitation Services to an Individual by More Than One Agency](#), dated June 11, 2012\*. Additional guidance is provided in each Agency's Grant Award Notification (GAN), particularly the Attachment entitled [RSA-VR-1 Pre-Employment Transition Services](#), which outlines how the two agencies must work together to ensure the State minimum reserve requirement is met.

In those instances where there is a separate Designated State Unit (DSU) for individuals who are blind in a State, the two DSUs (Blind and General) 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 in providing more effective services, including, if appropriate, entering into a written cooperative agreement. [34 CFR § 361.24\(e\)](#)

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\* Because the TAC was developed prior to the publication of the VR regulations in 2016, the provisions listed in the TAC as being found in 34 C.F.R. § 361.24(d) are now found in 34 C.F.R. § 361.24(e).

## Agreement Components

The following paragraphs describe the possible components of a written agreement between the two VR agencies in the State. Some of these components are based on requirements in [34 C.F.R. § 361.24\(e\)](#), while others reflect effective practices in VR service delivery and program administration. Including these components in a written agreement helps to ensure that both agencies clearly understand and will adhere to the commitments they are making.

- 1. Purpose of agreement:** This section should briefly list the areas of coordination that will be the focus of the agreement. The agreement should focus on the provision of services to those individuals being served by both agencies concurrently, as described in [34 C.F.R. § 361.24\(e\)](#). The agreement may also include other areas of coordination and, if so, should briefly list these additional areas.
- 2. Description of the population of individuals with disabilities each agency serves:** It is particularly important to include a brief description of how blindness is defined in the State consistent with the agency's eligibility criteria, as this definition varies by State. It is important that the agreement clearly articulate the population of individuals being served by the Blind agency (e.g., whether the agency serves only individuals who meet the widely accepted definition of legal blindness or whether it serves individuals with greater visual acuity, or individuals with progressive visual impairments, etc.).
- 3. Consultation services:** If the agencies consult with each other regarding areas of expertise, commitment to such consultation may be included in the agreement. Some agencies have characterized this activity as information and referral services and provide this free of charge.
- 4. Develop a process for appropriately allocating costs to the VR agency:**
  - a. Staff performing work on behalf of both the General and Blind agencies:** If a staff person is conducting work on behalf of both VR agencies, they cannot be paid solely by one agency. Personnel costs must be cost allocated in proportion to the benefit provided to each agency.
  - b. Fee-for-service arrangements:** For individuals with multiple disabilities primarily served by one agency but who may require services from the other agency, such services must be described in the Individualized Plan

for Employment (IPE) and may be provided through a fee-for-service arrangement with the other agency. For example, an individual who is eligible to be served by the agency for the blind because they meet the definition of blindness in the State but who is also deaf or has a physical disability that requires training on a particular piece of assistive technology (AT), the agency for the blind may have a fee-for-service arrangement with the General agency so that the General agency can provide such training services; the staff in the General agency or its vendors may have the expertise to provide such training more effectively than the staff of the agency for the blind. If the two agencies agree to engage in such fee-for-service arrangements, the commitment to do so and the circumstances under which such arrangements must be developed can be described in the agreement.

***Note: Paying for direct service costs under a contractual agreement is permitted between VR agencies within the State. However, as with all VR expenditures, the costs must be reasonable and necessary in accordance with the Uniform Guidance. Only RSA can transfer VR grant funds directly from one VR grant award in a State to another.***

- 5. Individuals served jointly:** Since nothing precludes both the General agency and the agency for the blind from serving an individual with a disability concurrently, both agencies should determine whether the individual is eligible for services, and work together to assess the individual's rehabilitation needs. If it is determined that services from both agencies are needed to address the disability and employment-related needs of the individual, each agency should develop an IPE in coordination with the other agency and the individual. Most often, this involves a VR Counselor from each agency meeting jointly with the individual to develop the two IPEs, track the individual's progress toward meeting interim objectives, amend the IPEs when necessary, and serve the individual until they exit from the VR program.

The process the two agencies develop to address the needs of individuals who are concurrently served must ensure that services are not duplicative but, rather, that all services provided by both agencies are necessary for the individual to achieve their employment goal. Additionally, the process should be efficient so that it does not become overly burdensome for the counselors or the individual but assists the individual in addressing their disability-related needs so that they can ultimately achieve their employment goal. The agencies do not need to close

the service record simultaneously. The agencies' process for these situations must be described in the agreement.

For students with disabilities who may be potentially eligible, a process should be developed to identify how the two agencies will coordinate to ensure that any Pre-ETS provided will not be duplicative.

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. All service record data submitted for the same reporting period must be associated with a unique individual; therefore, each individual receiving services must be assigned a unique identifier. This identifier allows RSA to report an unduplicated count of individuals receiving services in accordance with the Joint WIOA Performance Information Collection Request (Joint Performance ICR). The unique identifier is also used to calculate a count of unique program participants for each State, which is reported on the State Performance Reporting Template. In addition, the unique identifier provides RSA a means to communicate with agencies regarding an individual's data elements without the exchange of Personally Identifiable Information (PII).

6. **Social Security reimbursement:** If an individual served jointly has received a Ticket to Work from Social Security and has elected to assign their ticket, the agreement should describe how such reimbursement will be handled.
7. **Confidentiality:** Because the agreement involves two agencies, a discussion of confidentiality is prudent. If PII is included, the circumstances under which information is shared between the agencies, how the PII is protected, and the circumstances warranting the release of such information should be described in the agreement. Administrative, physical, and technical safeguards developed by each agency, when necessary, may also be described in the agreement.

Reference can be made to each agency's policies and procedures developed to safeguard the confidentiality of all personal information in accordance with [34 C.F.R. § 361.38](#). The agreement should include how information shared remains safeguarded and confidential when any transfer of information occurs.

- 8. Administrative considerations:** The agreement should include a brief discussion, when applicable, of each agency's policies and procedures governing the implementation of an order of selection or the requirements for the financial participation of the individual in the cost of services.

***Nothing in the agreement allows either of the agencies to provide services contrary to their policies and procedures established pursuant to the VR Services Portion of their State Plan.***

- 9. Training:** The benefits of cross-training and joint training in developing the staff of both agencies cannot be overstated. The agreement could include a commitment to share training plans and calendars. It could also indicate topics on which the agencies will provide joint training, including, but not limited to, the following:
- a. New statutory or regulatory requirements or RSA guidance (e.g., Technical Assistance Circulars, Policy Directives, Frequently Asked Questions, Dear Colleague Letters, RSA Updates) that apply to all VR agencies;
  - b. Collaboration with other agencies in the State (e.g., schools, WIOA partners, employers, providers); and
  - c. Case documentation requirements that apply to both agencies and case management practices (especially if the agencies share a case management system).
- 10. Office space:** Subject to resource limitations, program requirements, and Federal fiscal rules, the two VR agencies in the State may agree to allow for reasonable use of each other's office space and resources for meetings, including meetings of the respective State Rehabilitation Councils (SRC). The Agreement should include the determination of the allocation of relative benefit received for costs such as space usage. This includes all individuals (positions) who may use the space. For example, if the Blind agency will use the space while conducting Older Individuals Who are Blind (OIB) activities, the cost allocation should include all benefiting programs. Typically, this is included in an indirect cost rate, but if these costs are allocated directly, they must be allocated to all Federal awards that may benefit from the joint usage based on a relative benefit received, even if minimal.



## Agreement Components: Additional Topical Areas for Consideration

The following information outlines additional topical areas to be considered for inclusion in the agreement.

- 1. Transition and Pre-ETS:** In responding to the requirement in [34 C.F.R. § 361.22\(b\)\(4\)](#) to develop procedures for outreach to and identification of students with disabilities who are in need of transition services and Pre-ETS, the two VR agencies in the State may collaborate to jointly conduct such outreach activities and then develop procedures for referral of students to the appropriate VR agency.

[34 C.F.R. § 361.48\(a\)\(4\)](#) outlines the four pre-employment transition coordination activities. Coordination between the two VR agencies as they work with the State and Local Educational Agencies to carry out these activities can support collaboration, avoid duplication, and promote a seamless transition for students with disabilities.

Additionally, the agreement may include any specific practices that demonstrate the commitment to coordination that would benefit students with disabilities, including the handling of joint cases as described earlier in this document.

RSA has provided guidance in the following Frequently Asked Questions regarding Pre-ETS when there are two VR agencies in the State.

### **RSA Frequently Asked Questions: Pre-Employment Transition Services**

The reservation of funds for the provision of pre-employment transition services is a State matter that must be resolved at the State level when there are two agencies. Agencies are encouraged to coordinate to ensure State compliance. While each designated State unit, particularly when a State has two designated State units, should reserve at least 15% of its allotment to facilitate tracking of State compliance with the reservation requirement, there is no statutory requirement that this be done. If one agency (when a State has two VR agencies) uses more of its funds than the other, the State would be in compliance so long as the State's total of funds reserved and expended for the provision of pre-employment transition services is at least 15% of the State's total matched allotment, including any adjustments that impact the amount of the Federal award to one or both agencies. For these reasons, it is important that the agreement describes how the two agencies will share information about the reservation and expenditure of the reserve funds for pre-employment transition services regularly to ensure that the State minimum reserve is met.

- 2. Performance Accountability:** Blind and General Agencies must work together to meet the requirements under section 116 of WIOA, as they collectively represent Title IV. Therefore, the Annual Performance Report (ETA-9169) requirements in WIOA section 116(d) and its implementing joint regulations [34 C.F.R. § 361.160](#) necessitate that both must coordinate to submit one ETA-9169. Although the majority of the ETA-9169 aggregation is done by RSA populating the report from each agency's quarterly reports, this agreement should describe how the agencies use consistent methodologies for the remaining data that must be reported (e.g., rate of co-enrollment) to ensure one accurate and timely report for title IV of WIOA.

Additionally, this agreement should include the processes necessary to meet the requirements of section 116(b) of WIOA, including collectively setting Expected Levels of Performance for each performance indicator in both the State Plan and two-year modification, establishing Negotiated Levels of Performance with RSA, and describing the agencies' strategies to meet their performance targets.

- 3. Individuals with disabilities employed at subminimum wage (Section 511):** A description of how the two VR agencies will coordinate their efforts to provide career counseling and information and referral services to individuals with disabilities, including youth with disabilities, who are considering or who are already engaged in subminimum wage employment, should be included. Such efforts at coordination may increase the efficiency of services and may be described in the agreement.
- 4. Impartial hearing officers (IHOs):** If the two VR agencies agree to share a pool of IHOs, they may coordinate their training activities and provide other support to maintain the qualifications of the pool of IHOs. These efforts at coordination, including the sharing of costs, should be described in the agreement.
- 5. Participation on boards and councils:** The two VR agencies may wish to collaborate and share information related to participation on statewide boards and councils where one agency participates but the other does not. Staff from both agencies may determine that it would be beneficial to represent each other's interests on such boards or bodies, subject to the specific board bylaws. The representation may include communication of dates and locations of meetings, communication of positions on particular issues, provision of meeting agendas, provision of meeting minutes, and serving as a proxy. The two agencies may expressly agree that should either agency be appointed to the State Workforce



Development Board or, should both be appointed but one is unable to attend, the appointed Party would represent the interests of the non-appointed or absent Party. Any commitment regarding this type of collaboration may be included in the agreement.

- 6. Distribution of Federal Funds between the two agencies:** When there are two VR agencies, the State is responsible for providing RSA with the percentage of the State's VR and SE allotment that is to be awarded to each agency. Upon receipt of the State's percentages, RSA continues to allot Federal VR and SE funds to each agency until the State submits a formal request to change the allotment percentage(s). There is merit in a regular review of the percentages assigned to each VR agency to ensure that the allocation best meets the needs of all individuals with disabilities in the State.

This is particularly true of SE funds provided under Title VI of the Rehabilitation Act. In some instances, agencies for the blind have found they cannot fully utilize the funds assigned to them. Requesting that RSA adjust the formula award allocation to assign unused blind agency funds to the General agency has been helpful in ensuring the expenditure of all SE award funds.

- 7. Match, Maintenance of Effort, Carryover, and Reallotment Considerations:** The two VR agencies in the State may want to consider coordination around non-Federal share and maintenance of effort requirements. Should either agency have insufficient non-Federal resources available to match the Federal funds, it may benefit the agencies to notify one another. This provides one of the agencies the opportunity to make additional non-Federal funds available to ensure the State meets the requirements and can maximize the amount of Federal funds available. Additionally, the determination of whether each VR agency's VR award qualifies for carryover is based on the State having an unobligated balance of matched Federal funds available at the end of the year of appropriation. VR agencies must collaborate to determine whether the carryover criteria will be met at the State level.

When States fully utilize Federal and Non-Federal funds, it reduces or eliminates the reallotment of State-allocated Federal funds. Coordination around reallotment is important to ensure States maximize Federal funds. For example, for States with two VR agencies, the agencies should discuss reallotment preferences to determine whether it may be more efficient to request that RSA transfer funds within the State rather than process changes through reallotment. One VR agency may be relinquishing funds that the other VR agency could match and use.

## Further Information

For further information, see [TAC-12-04, Provision of Vocational Rehabilitation Services to an Individual by More Than One Agency.](#)

## Conclusion

Coordination between the Blind and General VR agencies in a State, on both a programmatic and fiscal basis, is a critical component to best meet the needs of individuals with disabilities within the State. Developing this joint agreement will benefit both programs, optimize collaboration, and help eliminate misunderstanding and miscommunication.