

## **Memorandum of Understanding All Students Achieve**

The parties to this Memorandum of Understanding (“MOU”) are Heartland Regional Medical Center dba Mosaic Life Care (“Mosaic”); Department of Elementary and Secondary Education, Office of Adult Learning and Rehabilitation Services, Vocational Rehabilitation (“VR”); Progressive Community Services (“PCS”); United Cerebral Palsy of Northwest Missouri (“UCP”); and the School District of St. Joseph (“SJSD”) (collectively, the “Parties”). In consideration of the mutual covenants in the MOU set forth herein, the Parties hereby agree as follows:

### **I. Purpose**

The Parties to this MOU will collaborate and cooperate to create All Students Achieve (“ASA”), an employment preparation program at Mosaic for interns with intellectual/developmental disabilities to foster and facilitate the acquisition of competitive employment. The goal of ASA is for interns to participate in an intensive unpaid internship in one identified experience that matches the interns' interests, preferences, and abilities and that has been identified through external and internal labor market research as having employment opportunities within the community. This MOU specifies roles and responsibilities of the Parties as they work in partnership to increase training and employment opportunities for students with disabilities.

### **II. Roles and Responsibilities**

#### All Parties agree:

- ASA is limited to no more than eight (8) interns per school year.
- Pre-employment screening for interns will follow Mosaic’s employment screening process and be conducted by and at cost to Mosaic.
- All staff of the Parties involved in the ASA program will follow their respective employer's policies and procedures.
- Employment of students participating in ASA with Mosaic post-internship experience is not guaranteed.
- The Parties will consult with other partners as needed in supporting the interns.
- Each Party will participate in Executive Team meetings.

Each Party will appoint a representative to serve on the Executive Team. The Executive Team will set, evaluate, and recommend any changes to the vision, mission, and execution of ASA.

#### SJSD, UCP, and VR each will:

- Participate in the development of curriculum;
- Assist in developing participant selection guidelines;
- Assist in determining student eligibility for ASA; and
- Follow contracted documentation requirements.

#### Mosaic will:

- a. Provide space for on-site instruction of interns;

- b. Identify a liaison to coordinate with other ASA partners;
- c. Consult with ASA partners to identify internship opportunities and departmental mentors;
- d. Provide job descriptions, interview interns, and assign internship experiences;
- e. Provide department supervisors and mentors for the interns;
- f. Assist in providing opportunities in the work site to teach competitive, marketable skills to ASA interns;
- g. Provide necessary identification badges and uniforms to ASA interns;
- h. Provide identification badges to ASA staff working on-site at Mosaic;
- i. Provide orientation to ASA interns;
- j. Through its participation in the Executive Team, evaluate program progress, report outcomes, and work towards continuous improvement of ASA;
- k. Coordinate the graduation ceremony; and
- l. Coordinate a back-to-school night for students and parents.

SJSD will:

- a. Provide a full-time teacher for on-site instruction of interns and will provide other staff as the Parties determine necessary;
- b. Refer eligible students who have been through a screening process to ASA;
- c. Provide transportation to and from Mosaic for interns;
- d. Provide school credit to interns who participate in ASA;
- e. Provide Free/Reduced meals for eligible interns;
- f. Assist in the development of internship sites and coordinate and monitor all ASA activities;
- g. Design instruction that encompasses employability, job readiness and development, daily living, and social skills to meet the individual needs of ASA interns;
- h. Facilitate the eligibility process of students wishing to participate in ASA by providing necessary documentation from the students' school records after receiving permission from the students' parents or legal guardians to provide such information;
- i. Oversee all intern activities through coordination with each participating student's IEP Team, who will be responsible for implementing the Individual Education Plans (IEP) for ASA interns; and
- j. Provide current information to all Parties regarding meeting dates, events, and other issues to ensure Executive Team involvement.

VR will:

- a. Provide guidance and counseling, job development, job placement, job supports, and retention services to assist interns in maintaining a successful employment outcome;
- b. Provide support to interns and overall program as needed, including support based on individual interests, skills, and abilities, as well as a local labor market analysis of available jobs within the local community; and
- c. Provide funding for job placement, on-the-job supports, 30-day retention, and successful

employment outcomes as outlined in the Vocational Rehabilitation/Community Rehabilitation Programs agreement, attached hereto as Exhibit 1 and incorporated as if set forth fully herein.

UCP will:

- a. Provide staff to teach job skills on-site and monitor progress toward outcomes;
- b. Provide career specialists to help interns find employment upon completion of the ASA program;
- c. Coordinate intern meetings with a Vocational Rehabilitation counselor, parents, and other applicable parties to discuss and evaluate progress as needed; and
- d. Provide on-the-job support and retention services once an intern obtains community employment.

PCS will:

- a. Provide subsidy funding to SJSD and UCP for ASA;
- b. Provide Support Coordination for ASA interns;
- c. Support interns and their families in applying for services through the Missouri Department of Mental Health/Division of Developmental Disabilities; and
- d. Provide support for interns to seek Medicaid waiver enrollment.

### **III. Measurable Objectives**

All Parties will work collaboratively to:

- a. Ensure that the ASA Executive Team meets periodically to evaluate the ASA program, address issues, and work towards continuous improvement; and
- b. Collect participant outcome data including job titles, wages, average weekly hours, and benefits.

### **IV. Confidentiality**

In the course of performing its roles and responsibilities under this MOU, each Party may have access to or may become aware of confidential and/or proprietary information of the other Party (whether provided orally or in writing, and on whatever medium), including without limitation patient or client records or information, incident reports, clinical data and information, employee or personnel files, service protocols, pricing information, statistical data, trade secret information, business and marketing plans, operating policies or procedures, sales plans, financial data and information, management organization information, and all other non-public information, material, and/or data relating to the past, current, and/or future business and operations of a Party ("Confidential Information"). Such Confidential Information will remain at all times the property of the Party to

which it belongs. At no time will a Party disclose any Confidential Information to any entity, or use such information except in the performance of its obligations under this MOU, without the prior written consent of the other Party, unless the information is required to be reported to a government or regulatory agency or through due process of law. All parties understand and agree that, notwithstanding the foregoing, SJSD and VR are governmental entities subject to the Missouri Sunshine Law. Any information under this paragraph in SJSD or VR's possession not specifically closed under the law must be provided by SJSD and/or VR if requested pursuant to the Missouri Sunshine Law, Chapter 610, RSMo.

Upon agreeing to participate in the ASA program, interns or their parent or legal guardian will be asked to sign consent/authorization forms from SJSD, VR, UCP, and PCS to release information to the Parties listed in this MOU in order to facilitate the coordination of the Parties' efforts in meeting the shared and individual roles and responsibilities of the Parties.

All personally-identifiable information of any SJSD student participating in the ASA program obtained by any Party as a result of that Party's obligations under this MOU shall not be redisclosed and shall be kept confidential to the extent provided by law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g); 34 CFR Part 99; and the Health Insurance Portability and Accountability Act (HIPAA) (Pub.L. 104-191; 45 CFR Part 160 and Subparts A and E of 45 CFR Part 164). Each Party's responsibilities under this confidentiality section will survive the term of this or any successor MOU.

## **V. General Terms**

Term and Termination. This MOU will be reviewed annually by the Executive Team. The initial term of this MOU will be for a period of one (1) year, commencing on July 1, 2019. Thereafter, it will automatically renew for successive one (1) year periods unless sooner terminated as provided herein. This MOU may be terminated (a) by the mutual agreement of all the Parties, or (b) following the completion of the then current SJSD school year by any Party providing written notification of its intent to terminate at least thirty (30) days in advance of the Party's chosen termination date.

Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any lawsuit filed and arising out of this Agreement shall be in Buchanan County, Missouri.

Waiver. The waiver by any Party of a breach of any portion of this MOU by any other Party shall not operate or be construed as a waiver of any subsequent breach.

Entire Agreement. There are no other agreements or understandings, either oral or written, between the Parties affecting this MOU except as otherwise specifically provided for or referred to herein. This MOU cancels and supersedes all previous agreements between the Parties relating to the subject matter

covered by this MOU. No change or addition to, or deletion of, any portion of this MOU will be valid and binding upon the Parties hereto unless the same is approved in writing by the Parties.

Severability. If any provision of this MOU is found to be in conflict with the provisions of any governmental law, rule, or regulation, such provision will be severable, and the remainder of the MOU will not be impaired and will remain in full force and effect.

Third-Party Rights. Nothing in this MOU will be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.

Assignment. This MOU may not be assigned by any Party without the prior written consent of the other Parties.

Notice. All notices required under this MOU will be given in writing delivered by any method to the Parties at the addresses indicated on the signature page of this MOU (or at such address as will be given in writing by any Party to the others).

Force Majeure. In the event it should become impossible for any Party to perform its obligations under this MOU at any time or times because of acts of God, government restriction, unavailability of supplies, fire, riot, war, civil commotion, or any similar conditions, the Party shall be excused from performance; provided that such nonperformance is not due solely to the Party's own fault or negligence.

Counterparts. This MOU may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original; provided, however, that all such counterparts together shall constitute one and the same instrument.

Headings. All captions or section headings in this MOU are for the convenience of reference only and are not intended, nor shall they be deemed, to define, construe, or limit the intention of the Parties or the scope or effect of any provision of this MOU.

Sovereign Immunity. Nothing in this MOU shall be considered or construed to be a waiver by any individual Party of its sovereign immunity under the laws of the State of Missouri.

Background Screenings. Any employees or agents of the Parties who will provide direct services to students of SJSD, or who for any reason must enter the property of SJSD, shall satisfactorily complete any background checks required by the Policies of the Board of Education of SJSD.

Independent Contractor. It is understood and agreed by the Parties that the relationship of the Parties is that of independent contractors and that nothing contained in this MOU will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties. In no event will any Party be liable for the debts or obligations of another Party, except as otherwise specifically provided in this MOU.

Insurance. During the term of this MOU, each Party will maintain commercial general liability and professional liability insurance coverage in amounts adequate to cover the acts and omissions of itself and its employees and agents performing under this MOU. Such coverage will be through a program of self-insurance or through an insurance carrier qualified to do business in the State of Missouri. Each

Party will be responsible for damages that result from the actions of that Party's employees, agents, and representatives due to neglect or wrongful acts or omissions during the performance of this MOU.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below and certify that they have read, understood, and agreed to the terms of this MOU as set forth herein.

**School District of St. Joseph**

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

Date of Board Approval: \_\_\_\_\_

Notice Address: \_\_\_\_\_

**UCP of Northwest Missouri**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address: \_\_\_\_\_

**Heartland Regional Medical Center dba Mosaic Life Care**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address: 5325 Faraon Street, St. Joseph, Missouri 64506, Attn: Contract Department

**Department of Elementary and Secondary Education, Office of Adult Learning  
and Rehabilitation Services Vocational Rehabilitation**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address: \_\_\_\_\_

**Progressive Community Services**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address: \_\_\_\_\_