

AGREEMENT BETWEEN
ERIE VA MEDICAL CENTER'S
COMPENSATED WORK THERAPY PROGRAM
135 EAST 38TH STREET
ERIE, PA 16504

AND

ERIE COUNTY TECHNICAL SCHOOL
8500 OLIVER ROAD
ERIE, PA 16509

FOR

The performance of work by the
Compensated Work Therapy at Erie County Technical School

MEMORANDUM OF UNDERSTANDING BETWEEN

ERIE COUNTY TECHNICAL SCHOOL
8500 OLIVER ROAD
ERIE, PA 16509

AND

VETERANS INDUSTRIES/COMPENSATED WORK THERAPY
135 EAST 38th STREET
ERIE, PA 16504

This agreement is between the Compensated Work Therapy (CWT) program and the Erie County Technical School (hereinafter called Principal).

1. PURPOSE AND OBJECTIVES:

Therapeutic intent: The main objective and focus of the CWT program is to help Veterans develop and fine tune habits and behaviors that transfer to sustained competitive employment which will be desirable to a potential employer. Each of the therapeutic assignments are designed to prepare the Veteran to move upward in their functional capability, as well as to instill a sense of mastery, which may move the Veteran toward a higher skill level training or competitive employment. The Veteran and his/her Vocational Rehabilitation Specialist will work collaboratively to develop an individual employment plan to mediate barriers of competitive employment. It is based on a combination of goals and plans which are evaluated on a regular basis with the Veteran to address his or her abilities and needs related to the therapeutic assignment. It is the intent of the CWT therapeutic assignment to move the Veteran from a basic skill level to the highest level that the Veteran is functionally, physically, and socially capable of performing.

2. SCOPE:

Placement of up to six (6) CWT Veteran participants in therapeutic supportive work environments to develop work behaviors, skills, and abilities to prepare them for community-based competitive employment. The number of placements and hours available to each Veteran may vary depending on seasonal need. The Veteran participant will be assigned within the one of the following areas at ECTS to include, but not limited to:

Custodial and Maintenance Department
Information Technology Department

These CWT Veterans will be assigned within the above service areas, dependent upon service needs and the Veteran's interests, skills and capacities. This vocational program is of a therapeutic nature **NOT EMPLOYMENT** and the maximum length of stay usually will not

exceed 9 months with the typical placement lasting 6 months: however, there may be situations in which extensions may be applicable.

The Principle will ensure that the following issues are addressed:

- Adequate worksite supervision and training are provided
- Reasonable job and worksite accommodations are considered and used
- Existence of a safe and healthy worksite is confirmed
- Appropriate safety training and apparatus are provided
- Physical accessibility is confirmed
- Veterans will not have unauthorized access to information protected by confidentiality statutes, regulations, and policy

3. TERM OF AGREEMENT:

CWT may begin to commence subject work on May 1, 2013 and carry on subject work to and including September 30, 2013. This is a fiscal year agreement and will require continued affirmation as of October 1, 2013. Unless revoked or modified, this agreement will recur automatically. This agreement may be terminated at any time, in whole or in part, by either party upon not less than thirty (30) days written notice to the other, except that in the event of the Principal's default in performance thereof, this agreement may be terminated by the VAMC without any such advance notice.

4. REIMBURSEMENT:

Principal agrees, subject to the conditions specified herein, to reimburse CWT (36X0160 account) a rate of \$9.00 per man hour worked. Payment terms are: NET 30 days after the receipt of a bill of collection. Changes in Federal or State Minimum Wage will require renegotiating of costs. Overtime hours will be those hours worked in excess of 8 hours per day, or 40 hours per week, and will be billed at one and one half the negotiated per hour rate. Overtime for specific individuals participating in the program must be requested by the Principal using the CWT overtime request form and authorized by the CWT Vocational Rehabilitation Specialist.

5. TERMINATION:

This agreement will remain in force during the period stated, unless terminated at the request of either party after thirty (30) days notice in writing.

6. TOOLS AND EQUIPMENT:

Principal will provide special tools or equipment required for the completion of this agreement. Tools or equipment of a general nature will be the responsibility of CWT. Definitions of "special" and "general" will be negotiated. General maintenance of equipment will be the responsibility of the Principal. Repairs will be the responsibility of the Principal. Installation of equipment will be as locally required by regulation and accepted practice (as specified by local Medical Center).

7. MEDICAL TREATMENT:

Veterans will be cleared medically for positions prior to placement. A list of basic duties associated with each position must be relayed to the CWT program so that an accurate clearance can be obtained. Medical treatment will be provided by the Erie VAMC should a Veteran in the CWT program become injured while fulfilling the terms of this agreement. Under no circumstances will the Veterans that participate in CWT be considered employees of the Principal or the Department of Veterans Affairs.

8. RISK OF LOSS:

The UNITED STATES shall not be liable for any loss or damage to the Principal's property or expenses incidental to such loss or damage, except that the UNITED STATES shall be responsible for any such loss or damage, not covered by insurance or for which the Principal is not otherwise reimbursed, which is caused by the negligent or wrongful act of omission of a VA employee acting within the scope of his or her employment, but only to the extent permitted by and in accordance with the procedures of the Federal Tort Claims Act.

The Principle must demonstrate the maintenance of adequate insurance should Veterans be assigned to positions which would involve driving the company's vehicles. Insurance must cover Veterans in the case of accident, injury, or damage to the Principal's goods. Vehicles owned by the business must safety inspected by the state annually and are equipemed with appropriate first aid and safety equipment.

9. TAX:

Any Federal, State and local taxes that would be applicable to this agreement shall be the responsibility of the Principal.

10. LEGAL AUTHORITY:

The authority for this arrangement is 38 U.S.C., Section 1718(b).

Compensated Work Therapy
135 East 38th Street
Erie, PA 16504

Erie County Technical School
8500 Oliver Road
Erie, PA 16509

Jamie Zewe
Compensated Work Therapy Manager
Assistant Chief of Behavioral Health

Aldo Jackson, Ph.D
Director

Date

Date

