NORTH DAKOTA VOCATIONAL REHABILITATION COMMUNITY REHABILITATION PROVIDER APPLICATION

DEPARTMENT OF HEALTH AND HUMAN SERVICES
VOCATIONAL REHABILITATION
SFN 1195 (9-2026)

Click Here to Clear Field Data

Thank you for your interest in becoming an approved Provider for the North Dakota Department of Health and Human Services, Vocational Rehabilitation Section (Department). The Department may purchase certain vocational rehabilitation (VR) services from Community Rehabilitation Providers. The following application must be completed in its entirety and signed by the Director of the Agency or Independent Provider. Any incomplete or unsigned application will be returned.

1. PROVIDER INFORMATION

Provider Name	Telephone Number	Fax Number	
Mailing Address	City	State	ZIP Code
Physical or Office Location if different than above	City	State	ZIP Code
Provider Owner Name	Provider Owner Telephone Number		
Provider Owner Email Address			
Provider Owner Name for Employment Services, if Different Than Owner	Provider Contact Title		
Provider Contact Telephone Number	Provider Contact Email Address		
Provider Tax ID Number			

2. PROVIDER INFORMATION. ADDITIONAL LOCATIONS

List additional office locations where individuals will be served. Attach additional location information with this application

If you do not have a physical location to meet individuals, attach a description of where you will meet individuals to provide services and how you will ensure these locations are accessible to individuals with disabilities

Location One

Address	City	State	ZIP Code
Contact Person	Telephone Number	Fully accessible to individuals with disabilities? ◯ Yes ◯ No	

Location Two

Address	City	State	ZIP Code
Contact Person	Telephone Number	Fully accessible to individuals with disabilities? ◯ Yes ◯ No	

Location Three

Address	City	State	ZIP Code

Contact Person	Telephone Number	Fully accessible to individuals with disabilities? ◯ Yes ◯ No

3. SERVICES

Services that the agency or independent provider is requesting approval to provide: Select all that Apply

- ☐ Trial Work
- ☐ Situational Assessments
- ☐ Adult Work Experience
- ☐ Supported Employment
- ☐ Job Development and Placement, Only
- ☐ On-the-Job Supports, Short-term, Job Coaching Only
- ☐ Job Development and Placement, with On-the-Job Supports, Short-term, Job Coaching
- ☐ Discovery and Customized Employment, completed or currently receiving training through Minot State University
- ☐ Extended Services for VR Youth
- ☐ Extended Services approved through DD
- ☐ Extended Services Self-Pay
- ☐ Extended Services, Supported Employment, 1915(i), approved through Medical Services
- ☐ Extended Services through Rocky Mountain Rehab (RMR)

4. ATTACHMENTS

A. North Dakota Business License.
B. Completed W-9 SFN 53656. Signature date must be less than a year old on the W-9.
C. For direct deposit, a voided check or letter from your banking institution with a bank representative signature verifying your account and routing number, if applicable.
D. Current and valid Commission on Accreditation of Rehabilitation Facilities (CARF) and or Council on Quality Leadership (CQL) accreditation, and other current and valid licenses, accreditation letters or certifications, if providing Supported Employment, Customized Employment, or Extended Services through DD.
E. For non-profit or faith-based corporations, a copy of your 501(c)(3) status.
F. A roster of your Board of Directors, if applicable.
G. Proof of insurance, including Workforce Safety & Insurance, comprehensive general liability, and comprehensive automobile liability. Workforce Safety & Insurance is not required for individual or sole proprietors.

5. CONFLICT OF INTEREST

Real or apparent conflicts of interest may occur when a Department employee or immediate family member has a financial or other interest in the business relationship involving a provider and that interest might reasonably be expected to influence the outcome of an official action.

If it is found that such conflict of interest occurs and is not disclosed and remedied, the provider, or potential provider, may be barred from providing future services or current authorizations for the provision of services may be canceled. If a real and, or apparent conflict of interest exists, attach a separate sheet describing the situation.

6. SIGNATURES

I, the undersigned, certify to being the responsible entity for administering the program and confirm all the above information is true and accurate to the best of my knowledge. I agree to be bound by the rules and regulations of the VR Provider Agreement and all terms set forth in the most updated Community Rehabilitations Provider Guidebook.

Signature	Date

Submit application and questions one of the two following ways to:

North Dakota Vocational Rehabilitation, attention CRP Liaison
Email: dhsvr@nd.gov
OR
Fax: 701-328-1884

NORTH DAKOTA VOCATIONAL REHABILITATION COMMUNITY REHABILITATION PROVIDER AGREEMENT

Provider Name

DEPARTMENT AND PROVIDER AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this agreement is to provide individuals eligible for vocational rehabilitation (VR) services the opportunity to work in their community with the support of Providers who will assist them in securing, obtaining, maintaining, and advancing in employment. Provider supports Department's mission to obtain long term employment for individuals with disabilities which meet all requirements for Competitive Integrated Employment (CIE) as defined in the Workforce Innovation and Opportunity Act (WIOA).

2. PROVIDER RESPONSIBILITIES AND EXPECTATIONS

A. To develop, implement, and enforce practices that are person-centered.
B. Accept technical assistance provided by Department staff.
C. Maintain strict confidentiality of all information concerning individuals and shall release such information only to Department of when prior written consent is provided by the individual.
D. Make records available, when requested, to designated Department staff to evaluate the effectiveness of services and adherence to Department standards.
E. Follow the rules of the Civil Rights Act and Section 188 of WIOA by providing an environment that is free from harassment based on race, religion, national origin, color, sex, age, disability, or other protected class.
F. All staff will be made aware of the Department's Provider Code of Ethics and CRP Guidebook.
G. Comply with Department's policies and procedures.
H. Maintain accreditation by appropriate accreditation organizations when providing services, such as:
   a. Commission on Accreditation of Rehabilitation Facilities(CARF)
   b. Council on Quality and Leadership (CQL)
   Department will apply its own standards to programs which are in the process of becoming accredited.
I. Ensure staff providing Discovery and Customized Employment have completed specialized training and completed the Customized Employment ACRE accreditation.
J. Ensure all employees acting as Job Coaches will successfully complete an approved workplace support training prior to working one-on-one with individuals.
K. Ensure that all Employment Specialists complete ten hours of approved Continuing Education Units (CEUs), and all Job Coaches complete at least five hours of approved CEUs annually.
L. Utilize Department forms for required reports.
M. Meet with the individual and VR Counselor every ninety days during the job development phase.
N. Provide accurate, monthly invoices and reports by the 15th day of the following month.
   a. Established a method of communication with the Department billing person to ensure timely payments for services.
   b. Coordinate with the VR Counselor to determine the individual is stable in employment. Request in writing the date the VR Counselor enters the stable date in the Department's case management system. The case will remain open for at least ninety days before the VR Counselor closes the case.

c. Ensure all payments for services have been requested and paid before the VR case is closed.
d. The invoice and, or progress note must include Provider's name and address, authorization number, the individual's name, the specific services provided, the dates of the services and the amount billed. If the individual is employed, the progress notes must also include the place of employment, job title, rate of pay, hours worked, and percentage of intervention.

O. Only provide services which have been agreed upon in advance and for which a specific, written authorization from Department has been provided.
   a. Provide only job-related services. If Provider is unsure of job-related services, they must coordinate with the VR Counselor for prior approval to ensure the services are job-related and approved by Department.
   b. Provide the identified services within the time frame specified on Department's authorization. It is Provider's responsibility to notify the VR Counselor prior to the authorization's ending date of service as to the need for additional services.
   c. Provide services only within the dates authorized by the VR Counselor.
   d. Understand that services conducted outside of the authorization dates will not be paid by Department.
P. Contact the individual within five working days of receiving a referral.
Q. Attend required meetings with Department staff.
R. Schedule follow-up meetings within the time requested by the VR Counselor and the individual and required by policy.
S. Notify the VR Counselor as soon as possible if the individual is not engaging in services or if an issue needs resolution.
T. Communicate on a regular basis with the individual and VR Counselor, minimum of monthly, and work to resolve issues or disagreements in a timely manner.
U. Collect and report to Department the number of VR individuals served for all services, the number of days from the VR referral to the start of employment, the number of successful placements for all services provided for the time period October through September.

3. DEPARTMENT RESPONSIBILITIES

Department agrees to reimburse Provider on behalf of eligible individuals served as defined in the CRP Guidebook and the VR Payment Rate, which can be accessed through the following website https://www.hhs.nd.gov/vr/crp

4. TERM AND RENEWAL

This Agreement is effective upon signature of both Department and Provider and shall remain in effect until September 30, 2028. This Agreement will not automatically renew.

5. COMPENSATION

Department shall pay Provider for services in accordance with the reimbursement rates outlined in the VR Payment Rate document.

6. LABOR

Provider may not solicit or hire for personal purposes any individual receiving services in the Program. Provider may not solicit or receive volunteer labor or services for personal purposes from an individual receiving services in the Program.

7. TERMINATION

A. Termination by Mutual Agreement or Notice
This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30 days written notice by either party, with or without cause.

B. Early Termination in the Public Interest
Department is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, Department, in its sole discretion, by written notice to Provider, may terminate this Agreement in whole or in part.

C. Termination for Lack of Funding or Authority
Department may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Provider or on any later date stated in the notice, under any of the following conditions:
a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
b. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
c. If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.
Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

D. Termination for Cause
Department may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:
a. If Provider fails to provide services required by this Agreement within the time specified or any extension agreed to by Department; or

E. b. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
The rights and remedies of Department provided in this sections are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. ASSIGMENT AND SUBCONTRACTS

Neither party may assign or otherwise transfer or delegate to any person other than that party's staff, any right or duty set forth in this Agreement without the other party's express written consent. However, provider may enter subcontracts provided that any subcontract acknowledges the binding nature of this Agreement and incorporates this Agreement, including any attachments. Provider does not have authority to contract for or incur obligations on behalf of Department

9. NOTICE

All notices or other communications required under this Agreement must be given by email and is complete on the date emailed when addressed to the parties at the following email addresses:
ND Department of Health and Human Services Vocational Rehabilitation
dhsvr@nd.gov

Provider Name	Email Address	Telephone Number

Notice provided under this provision does not meet the notice requirements for monetary claims against Department found at N.D.C.C. § 32-12.2-04.

10. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

11. SPOLIATION. NOTICE OF POTENTIAL CLAIMS

Provider shall promptly notify Department of all potential claims that arise or result from this Agreement. Provider shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Department the opportunity to review and inspect the evidence, including the scene of an accident.

12. INDEMNITY

Provider agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Provider to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code § 54-12-08. Provider also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

13. INSURANCE

Provider shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages, if applicable, with a minimum liability limit of $2,000,000 per occurrence.
B. Automobile liability, including Owned, if any, Hired, and Non-Owned automobiles, with minimum liability limits of $500,000 per person and $2,000,000 per occurrence.
C. Workers' compensation coverage meeting all statutory requirements

The insurance coverages listed above must meet the following additional requirements:

A. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
B. Provider shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement.
C. Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.
D. Provider shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

14. ALTERNATIVE DISPUTE RESOLUTION. JURY TRIAL
Department does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Department does not waive any right to a jury trial.

15. CONFIDENTIALITY
Provider agrees not to use or disclose any information it receives from Department under this Agreement that Department has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by Department. Department agrees not to disclose any information it receives from Provider that Provider has previously identified as confidential and that Department determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of Department and Provider to maintain confidentiality of information under this section continues beyond the term of this Agreement, or any extensions or renewals of it.

16. COMPLIANCE WITH PUBLIC RECORDS LAW
Provider understands that, except for disclosures prohibited in this Agreement, Department must disclose to the public upon request any records it receives from Provider. Provider further understands that any records that are obtained or generated by Provider under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Provider agrees to contact Department immediately upon receiving a request for information under the open records law and to comply with Department's instructions on how to respond to the request.
Department, the Attorney General of the state of North Dakota, the Risk Management Division of the Office of Management and Budget, and the federal government and their duly authorized representatives, may have access to the books, documents, papers, and records of Provider which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

17. INDEPENDENT ENTITY
Provider is an independent entity under this Agreement. Provider, its employees, agents, or representatives are not employees of Department for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer and, or employee relationship between Department and Provider. Provider retains sole and absolute discretion in the manner and means of carrying out Provider's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

18. NONDISCRIMINATION AND COMPLIANCE WITH LAWS
Provider shall comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. See N.D.C.C. Title 34 - Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.

Provider shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Provider also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

Provider is prohibited from boycotting Israel for the duration of this Agreement. See N.D.C.C § 54-44.4-15. Provider represents that it does not and will not engage in boycotting Israel during the term of this Agreement. If Department receives evidence that Provider boycotts Israel, Department shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than $100,000 or if Provider has fewer than ten full-time employees.

Provider's failure to comply with this section may be deemed a material breach by Provider entitling Department to terminate in accordance with the Termination for Cause section of this Agreement.

19. STATE AUDIT

Provider shall provide to Department, the North Dakota State Auditor, or the Auditor's designee upon request a written copy of all records, regardless of physical form, including records evidencing the accounting practices and procedures employed by provider which are relevant to this Agreement and necessary to conduct a state government audit. However, provider shall have the right to redact any and all information that includes, in whole or in part, any proprietary information, trade secret information, confidential information, privileged information, or information that is not relevant to this Agreement and the like. Provider will maintain all such records for at least three years following completion of this Agreement.

20. PREPAYMENT

Department will not make any advance payments before performance by Provider under this Agreement.

21. ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to Department are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, Title IX of the Education Amendments of 1972, and Section 1557 of the Affordable Care Act.

By signing this Agreement, Provider certifies that neither Provider nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Provider must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

22. MERGER AND MODIFICATION

This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

STATE OF NORTH DAKOTA NORTH DAKOTA VOCATIONAL REHABILITATION

Provider Name

Signature	Date
Printed Name	Title

Signature	Date
Printed Name	Title