

**VOCATIONAL REHABILITATION SUPPORTED EMPLOYMENT SERVICES**

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## **I. INTRODUCTION**

### **WHAT IS SUPPORTED EMPLOYMENT**

Supported Employment is Competitive integrated employment, including customized employment; or employment in an integrated work setting in which an individual with a most significant disability is working toward competitive integrated employment; and Employment that is individualized and customized, consistent with the individual's unique strengths, abilities, interests, and informed choice, including with ongoing support services for individuals with the most significant disabilities.

#### **A. Overview, purpose or need**

The Division of Vocational Rehabilitation (DVR), provides vocational rehabilitation services to eligible individuals with disabilities to enable them to achieve meaningful employment. Full time competitive employment in integrated settings is the preferred outcome, except if the individual chooses otherwise. The right of the individual to actively participate and exercise informed choice in the Individualized Plan for Employment shall be facilitated.

#### **B. Description of service goals**

Supported Employment is a rehabilitation strategy and an employment outcome. It focuses on identifying an appropriate vocational goal, vocational rehabilitation services, and long-term support services to assist an individual to find and keep a job.

The service goal is to assist the target population in locating job openings, applying for, securing and maintaining competitive employment in an integrated setting.

#### **C. Description of the target population to be served**

DVR consumers are individuals with a variety of disabilities, including physical, mental, deaf, deaf-blind, and blind.

Supported Employment (SE) consumers are individuals including youth with the most significant disabilities for whom:

- Competitive integrated employment has not historically occurred; or
- Competitive integrated employment has been interrupted or intermittent; and
- Intensive supported employment services and extended services are needed in order to perform the work involved, because of the nature and severity of their disability.

#### **D. Probable funding amounts, source and period of availability**

This is a multi-term contract solicitation that has been deemed to be in the best interest of the State by the Director of DVR. The contract is for the initial period of October 1, 2019 to September 30, 2020. Unless terminated, the contract shall be extended without the necessity of re-bidding, for not more than four (4) additional 12-month periods or parts thereof, upon mutual agreement in writing, at least sixty (60) days prior to expiration of the contract, provided that the contract price for the extended period shall remain the same or lower than the initial bid price. Funds are available for only the initial term of the contract, and the contractual obligation of both parties in each fiscal period succeeding the first initial term is subject to the appropriation and availability of funds to DVR.

## II. GENERAL REQUIREMENTS

### A. Specific qualifications or requirements, including but not limited to licensure or accreditation

The physical facilities of applicants must meet Americans with Disabilities Act (ADA) requirements. Telecommunication devices, visual alarms for fires and other emergencies are essential for consumers who are deaf or hard of hearing.

### B. ASL Supports

DVR requires Supported Employment contracted services statewide to provide opportunities for eligible individuals with significant disabilities; inclusive of individuals who communicate using American Sign Language (ASL) supports that lead to competitive integrated employment.

## III. SERVICE ACTIVITIES

The following **individualized services** shall be provided, as necessary and appropriate, to the consumer referred by the Division of Vocational Rehabilitation. (Individualized Services: No service will be automatically provided to all consumers.)

- A. Assess and enhance the consumer's job readiness knowledge, habits, and skills.
- B. Support and guidance in various skills such as money management, transportation, recreation, etc., which will support successful employment.
- C. Ongoing behavior management, as necessary, to deal with behavioral deficits and inappropriate behavior.
- D. Develop an individualized placement plan with the participation and informed choice of the consumer and with the concurrence of the Vocational Rehabilitation Counselor and extended service provider.

- E. Coordination with other agencies, families, care home operators, advocates, etc., as necessary, and referral for other services.
- F. Job analysis.
- G. Assist the consumer in the development of a resume.
- H. Assess and enhance the consumer's ability to complete job applications and participation in interviews.
- I. Negotiating for necessary job accommodations with employer.
- J. Continuous assessment of the need for an ability to benefit from assistive technology, in terms of employment.
- K. Job training at the worksite to ensure the consumer is able to perform the duties required.
- L. Ongoing supervision, coaching, counseling, and teaching social and technical skills necessary to adjust to the work situation and environment.
- M. Ongoing case management.

#### IV. MILESTONES

##### **Referral**

Counselor determines eligibility and if supported employment is determined the appropriate service for individual - based on consumer choice the counselor will make referral to DVR approved SE vendor and identify long term support.

Every authorized client referral for services shall be made by written authorization accompanied by a DVR referral form from the DVR counselor which shall contain agreed upon terms and units of service. The DVR counselor shall submit additional documentation in accordance of this agreement as deemed necessary that will allow the vendor to make timely and appropriate decisions in serving DVR clients. Referral documentation submitted to the vendor may only be interpreted and utilized by qualified staff. **No payment shall be made for services in the absence of a written referral authorization. DVR and the Vendor will agree upon a list of information and documents that will accompany a referral, to enable the Vendor to provide services as requested.**

If the Vendor cannot provide services to a DVR client in a timely manner, the Vendor must provide a written response per DVR standards indicating the reason(s) why they are unable to serve the individual to the referring counselor within **10 days of receipt of referral.**

Examples of referral information documents include but not limited to the following:



- An in-person intake that reviews functional limitations, transportation needs, and interests related to employment.
- Identification of barriers to employment, and remediation strategies.
- Areas of interest as they relate to employment.
- Identify work related skills and experiences.
- Life skills assessment, general work behaviors (social, communication, interpersonal, time management skills) in all settings and as they relate to employment.
- Abilities and aptitudes
- Recommendations

This Milestone is achieved when the SE Provider submits a completed Employment Profile Assessment.

**B. Milestone # 2: Development of a Job Placement Plan**

**Fee \$ 1,000**

The VR Counselor submits authorization for this payment milestone.

The SE Team shall meet to review the Employment Profile Assessment and collaborate in the development of the Job Placement Plan. At minimum, the Job Placement Plan shall include:

- Identification of the Vocational Goal
- Resume
- Target Wage/Salary
- Target Hours Desired per Week
- Interview preparation
- Job Search Activities

This milestone is achieved when the SE Team has completed the Job Placement Plan. The SE Provider executes of the plan and begins provision of SE services. Vendor will submit monthly Job Search Activity Reports to VR Counselor in the event employment is not achieved within 30 days.

**C. Milestone # 3: Job Placement**

**Fee \$ 500**

VR Counselor submits authorization to vendor for this payment milestone.

This milestone is achieved when the VR Counselor receives written documentation (Job Placement Notification Form) that the consumer has been hired, and the VR Counselor

determines that the job is consistent with the consumer's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

SE Providers are not allowed to provide placement within their facility without prior approval from the SE Team.

A Job Placement Notification form shall include:

- SE Client Name
- Employer Information – Employer, Address, Phone Number, etc.
- Employment Information – Start Date, Job Title, Rate of Pay, Hours Worked per week, etc.
- Estimated Number of Job Coaching Hours per Week
- SE Consumer Satisfaction and Comments

**D. Milestone # 4 Supported Employment Job Coaching      Fee \$1000 monthly(20 hours)**

VR Counselor submits authorization to vendor for this payment milestone based on 20 hours of monthly Job Coaching services.

The SE Provider will provide Job Coaching services until the SE Client has:

- Reached an 80/20 Level of Support, or Highest Level of functioning ability.
- Received SE Services for 24 months from time of placement, or
- Received SE Services for four (4) years from time of placement if the SE consumer meets the definition of a Youth with a Disability.

**To receive payment**

Payments for this milestone will be dispersed at \$50.00 per hour for 20 hours per month for a maximum payment of **\$1000 per month**. If a vendor provides less than 20 hours of monthly job coaching the fee will be prorated, (i.e. 10 hours per month = \$500). If a client needs more than 20 hours of job coaching per month written prior approval must be obtained by the VR Counselor. This rate is also equivalent to \$50.00 per hour rate for a maximum of 20 additional job coaching hours. For any additional hours needed the approval must come at the District Administrator level.

A Job Coaching Monthly Report on the SE Consumer shall be submitted monthly to the VR Counselor providing information on the SE Consumer's employment. **Please note: Vendor will not receive payment from VR Counselor if the Job Coaching Monthly report is not submitted that specifically document the name of Job Coach and the hours worked.**

These reports shall also include;

- Vendor Information
- Employment Data

- Work Skills (interpersonal & work behaviors, skill acquisition ratings)
- Intervention/fading plan
- Stability conditions

The SE Team shall meet once every three months during the job coaching/stability phase to assess and update the Job Placement Plan.

**E. Milestone:5 Supported Employment Transition to Long Term Support      Fee \$500**

When the SE Consumer has reached an 80/20 Level of Support or high level of functioning ability, the SE Team shall meet to review the Job Placement Plan’s transition from the SE Provider’s Job Coach to the Extended Support Service Provider. This Milestone is achieved when the Job Placement Plan has been reviewed and updated and upon completion of the SE Team meeting. Authorization is then generated to vendor for this payment milestone.

The SE Team shall meet and agree that:

- The SE Consumer is satisfied with their employment,
- The employer is satisfied with the SE Consumer’s job performance and knows who to contact for support, as needed
- The Extended Support Service Provider is capable and responsible for the long term employment follow up,
- The VR Counselor will provide the subsequent 90 day job follow up, and employment verification for case closure.
- The SE Team agrees that the SE Provider can successfully close the SE Consumer’s case.

**V. Management Requirements**

**1. Personnel**

Applicants shall include minimum and mandatory staffing requirements. Staff proposals shall include minimum qualifications for each personnel type.

Preferences shall be given to:

- Staff who are current Certified Rehabilitation Counselors (CRC)
- Staff who can communicate directly with the deaf population as opposed to working through interpreters.

## 2. **Administrative**

The State (represented by the DVR Contract Administrator) shall provide guidelines and program direction to the vendor and shall collaborate to coordinate their job placement and employer relations efforts.

- a) The vendor shall utilize appropriate reports and records pertaining to the provision of services in accordance with standards developed by DVR. Reports and records shall be maintained by the Provider and made available for monitoring and reviewed by the DVR staff upon request.
- b) Comply with Section 504 of the Rehabilitation Act of 1973, as amended, and requirements pursuant to 34 CFR part 104.

## **VI. Outcome and performance/outcome measurements**

The single most critical performance measure is the number of SE Consumers who maintained satisfactory competitive employment. The following information shall be answered in the Experience and Capability section Appendix B Proposal Template Response.

- a) The number of SE Consumers referred and received services.
- b) Number of SE Consumers placed into competitive integrated employment.
- c) The number of SE Consumers who maintained employment (with supports) for a minimum of 90 days.
- d) Applicants shall provide the most updated numbers for the fiscal year. If an applicant does not currently perform these functions, they shall indicate so in their proposal

## **VII. Reporting Requirements**

The vendor shall:

Deliver monthly reports to referring Vocational Rehabilitation Counselors, updating the status of the individual consumer and reporting of milestones

Deliver quarterly progress reports to the Contract Administrator that include data on services provided, number of consumers served, and other data according to DVR.

Submit timely invoices to DVR. Invoices will be paid upon receipt, based on funding availability and on the condition that all required monthly, quarterly, and annual reports have been received by DVR in accordance with the established due dates. DVR will pay invoices within 30 days of receipt. If vendor has not received payment in this time frame, the vendor should contact the VR

Counselor for payment. It is the responsibility of the vendor to ensure that they have received payment within 60 days of the invoice date. There is a possibility that the vendor will not receive payment if invoices are not finalized with the 60 day period.

**A. Reporting Forms**

- Referral Form
- Authorization Form
- Employment Profile Assessment form.
- Job Placement Plan
- Job Search Activity Plan Monthly Report
- Job Placement Form
- Job Coaching Monthly Report

**VIII. DDDS Requirements**

Vendor shall comply with DDDS Lifespan Waiver Provider Policy Manual when utilizing DDDS as an extended service provider. Please refer to Appendix D.

DDDS Lifespan Waiver Provider Responsibilities

- 3.3.1 The providers acknowledge, and are bound to and responsible for all terms and conditions of the signed contract with DMAP and the policies and procedures outlined in this provider specific manual.
- 3.3.2 The providers agree to be responsible for full, current, and detailed knowledge of published federal and state laws, regulations, and guidelines pertinent to providing services under the DDDS Lifespan Waiver and to request any necessary interpretation of specific provisions.
- 3.3.3 The provider is responsible for ensuring that all claims submitted for payment adhere to the minimum Medicaid requirements for documentation.
- 3.3.4 The providers agree to complete progress reports for services provided to each individual enrolled in the DDDS Lifespan Waiver and to make such reports available to designated DDDS representatives.
- 3.3.5 The providers agree to establish a system through which consumers may present grievances about the operation of the service program. The provider must advise consumers and their families or legal guardians, as appropriate, of the right to grieve the provision of Medicaid services which includes failure to recognize a consumer's choice provider or service and of their right to a Medicaid fair hearing.

- 3.3.6 By enrolling with DMAP to become a Medicaid waiver service provider, providers agree to provide service to any waiver member who chooses them to provide a service, unless they are at capacity or if the provider cannot or can no longer safely support a DDDS Lifespan Waiver member. If this occurs, the provider must provide a written explanation of why they cannot safely serve the member and participate in the development of a team risk mitigation plan. If the provider is already supporting the waiver member, and can no longer safely support the person, the provider must continue to provide services at the current authorized level of support while the team develops a transition plan. Providers must honor consumer choice. If the consumer expresses a desire to change providers, the provider will continue to provide services to the consumer as authorized and will assist with the development of a transition plan until the consumer has transitioned to the new service or service provider.
- 3.3.7 The providers cannot refuse to provide service to a Medicaid recipient who selected them to be their service provider unless they have reached their maximum capacity for the number of individuals that can be served based on available staffing or for health and safety reasons as specified in 3.3.6 above.
- 3.3.8 Providers that are qualified to provide Residential Habilitation Service that are also qualified to provide another waiver service such as Behavior or Nursing Consultation or a Day or Employment Services must respect the consumer's choice of provider of those other waiver services, which may be a different provider. Consumers must have choice among all qualified providers. If a consumer in residential care chooses a provider other than the residential provider to provide another waiver service, the residential provider must cooperate with the other providers for the benefit of the consumer. Residential providers may not prevent a consumer from receiving a waiver service from another provider. If a residential consumer transfers to another residential provider and wishes to continue to receive another waiver service from the first residential provider, that provider must not terminate the consumer for that reason.
- 3.3.9 All waiver providers must cooperate with providers of Medicaid State Plan services such as private duty nursing, home health, and non-emergency transportation to ensure that the needs of waiver services members are met. For residential service providers, this means that they must allow a provider of Medicaid State Plan services or another waiver provider to provide such services in the waiver member's place of residence

## **IX. Supported Employment Terms and Definitions**

**Work Strategy Assessment:** An assessment to determine which job supports and interventions will need to be implemented in order to find employment in the vocational goal.

**Extended Support Service Provider** – Extended services are ongoing support and other services required to assist the SE Consumer in maintaining supported employment. The Extended Support Service Provider is responsible to deliver these services when the SE Consumer has reached a level of stability.

**Supported Employment Team** – The working alliance between the SE Consumer (and their guardian, advocate and/or other interested person), Extended Support Provider, SE Provider and VR Counselor.

**Job Placement Plan** – The Job Placement Plan is a systematic approach that clearly identifies the supports and activities needed to enable the SE Consumer to obtain and maintain employment.

**Supported Employment Job Coaching** – Job coaching is the support provided by the SE Provider at the SE Consumer’s job site, to teach the essential skills needed to learn and maintain employment, provide the necessary prompts and possible behavioral changes and build natural supports to ensure continued success at work. These services may include:

- Attending employer training
- Meetings with the worksite Supervisors
- Reviewing, training, and teaching essential job duties
- Individualized training for learning job tasks (as a supplement to employer training)
- Performing onsite follow-up checks to ensure work needs are being met
- Providing direct interventions on the job
- Identifying and setting up accommodations in coordination with employer and VR Counselor
- Building natural supports for continued success, as it relates to work
- Shadowing and observation
- Understanding the needs of continued training as Job Coach tapers off supports
- Developing an understanding of the work culture (breaks, check-in’s, calling in sick, etc.)
- Work conditioning and hardening
- Support and encouragement

**Stabilization** – Begins after an individual has completed up to 24 months of supported employment services (unless a longer period of time is necessary based upon the individual’s needs) and the individual has achieved a supported employment outcome, meaning that the individual is stable in the supported employment placement for a minimum period of 90 days following the transition to extended services. At this point, the individual has achieved a supported employment outcome in accordance with the criteria set forth in 34 CFR §363.54.

**Youth with a Disability** – A youth with a disability is:

- An individual with a disability;
- Not younger than 14 years of age; and
- Not older than 24 years of age.

**80/20 Level of Support** – The 80/20 Level of Support refers to the level of job coaching provided by the SE provider on the SE Consumer’s work site. Job coaching responsibilities are transferred to the Extended Support Service Provider on the job coach intervention hours are stable at or less than 20% of the client’s total work hours, and the SE Consumer is working on their own or with natural supports for 80% or more.

80/20 Level of Support: Example Table	
Hours Worked by SE Client Per Week	Intervention Hours by Job Coach Per Week
10	2 hours or less
15	3 hours or less
20	4 hours or less
25	5 hours or less
30	6 hours or less
35	7 hours or less
40	8 hours or less

**When to Close a Supported Employment Case (34 CFR §363.54 and §363.55)**

- Individual reaches age of 25
- Individual receives services from VR for 4 years
- If/when and individual begins receiving extended services from a different provider.