

## **Exhibit F**

### **Trial Work Experience Service Specifications**

The following are requirements for all Vendors providing this service. The MSP shall ensure that these are met by each Vendor/Subcontractor as stipulated per State requirements. Failure to meet the service or performance standards may result in corrective action, up to and including suspension and or removal from the Managed Service Provider's Network of Subcontracted Vendors.

#### **1.0 SERVICE DESCRIPTION**

- 1.1 Trial Work Experience (TWE) is an exploration of a VR Client's ability, capability and capacity to perform work duties in realistic, integrated work setting(s) for the purposes of eligibility decision, and is used for those VR Clients who require further assessment to determine eligibility for VR services. Trial Work Experience consists of:
  - 1.1.1 Trial Work Experience services, in the most competitive and integrated setting, which consist of short term unpaid or paid trial work experiences which are:
    - 1. Designed to measure a VR Client's eligibility for VR services;
    - 2. Short term should be for a period not to exceed 90 hours in a single work setting;
    - 3. Includes supported employment, on-the-job training, and other experiences using realistic work settings.
- 1.2 Eligibility for individuals to receive this service is determined by the designated VR Counselor. Referrals for this service are based on the VR Client's individual service needs and choice in conjunction with their VR Counselor. In order to be eligible for Trial Work Experience, the VR Client must complete:
  - 1. An assistive technology functional assessment conducted by personnel skilled in rehabilitation technology.
- 1.3 This service is not intended to provide any other service not herein specified.

#### **2.0 SERVICE REQUIREMENTS**

The Vendor shall:

- 2.1 General Requirements
  - 2.1.1 Provide services that are culturally relevant and linguistically appropriate to the population to be served;
  - 2.1.2 Communicate, either directly or through the assistance of professional services, in modes of communication accessible to those who have limited speaking ability (e.g., Deaf/Hard of Hearing through American Sign Language) or in the native language of VR Clients for whom English is not their primary language, and use all other appropriate and effective modes of communications used by VR Clients (e.g., Spanish language, American Sign Language, etc.).
  - 2.1.3 If the Vendor does not have the capacity/capability to communicate directly, the Vendor shall request professional interpreter services and approval from the VR Counselor.
  - 2.1.4 Vendor must coordinate with DVR to provide appropriate supports, including assistive technology devices and services and personal attendant services, to accommodate the rehabilitation needs of the VR Client during the Trial Work Experience.

- 2.1.5 Make reasonable accommodations under the Americans with Disability Act of 1990, as amended, to give people with disabilities an equal opportunity to benefit from program, services, and activities; and
- 2.1.6 Provide all services only after receiving a written Division of Vocational Rehabilitation (DVR) Purchase Order (PO) from the DVR System of Record through the MSP. Verbal Purchase Orders, or any PO's not issued by the DVR System of Record through the MSP, are not valid.
- 2.1.7 Not provide services or make any changes to service level provision (e.g. increase or decrease of units of service or extension of expiration date) without notice of a written DVR Purchase Order through the MSP for the change at least five (5) business days prior to the expiration of the existing DVR Purchase Order. DVR Purchase Orders from the VR Counselor or other DVR personnel are not valid.
- 2.2 Service Provision - Provide this service as follows:
  - 2.2.1 Develop and implement strategies, techniques, or tools that provide sufficient opportunities to assess and document each VR Client's functional limitations, abilities, capabilities and capacity to perform in work situations.
  - 2.2.2 Review and be familiar with the referral information and disability-related issues submitted by the referring VR Counselor prior to the initial meeting with the VR Client.
  - 2.2.3 Intake Plan Development
    - 1. Schedule a meeting with the VR Counselor, VR Client, VR Client's Guardian/Representative, and VR Client's Support Team, if applicable, within seven (7) business days after receipt of an assignment from the MSP for Intake Plan development
      - a. The meeting shall be agreed to as face-to-face and include the VR Client, VR Client's Guardian/Representative, VR Client's Support Team, the VR Counselor, and the Vendor to determine whether the services and the Vendor are appropriate for the VR Client and;
      - b. Develop and agree upon the VR Client's service; and
      - c. Complete the Intake Plan (Exhibit F1) form.
  - 2.2.4 Within ten (10) business days following the Intake Plan Meeting, utilize referral documentation and the Intake Plan (Exhibit F1) to identify and establish location(s) in which to conduct TWE that are appropriate to VR Client's disability related needs in the most competitive and integrated setting/work location possible, which may include:
    - 1. The community location, and/or
    - 2. Any exception to the above must be preapproved by the VR Counselor prior to service provision.
  - 2.2.5 Conduct the Trial Work Experience Assessment:
    - 1. Initiate the assessment within three (3) business days from the agreed upon service start date after identifying the TWE location:
      - a. for a minimum of four (4) hours per day or twenty (20) hours per week;
      - b. to not exceed 90 hours in a single work setting,
      - c. Any exception to above must be preapproved by the VR Counselor and VR Supervisor.
    - 2. Provide the TWE assessment as described in the Intake Plan (Exhibit F1).
      - a. Utilize modified equipment, fixtures, material, or any other aids deemed necessary to meet the physical, mental or sensory needs of the VR Client.
      - b. Provide support necessary to ensure that VR Client understands TWE tasks and responsibilities necessary to complete the assessment.
      - c. Assess and document in the TWE Assessment Report (Exhibit F2) the VR Client's abilities, capabilities, and capacity to perform in work situations.

- d. Vendor to provide bi-weekly feedback to VR Counselor to provide VR Client's progress and request additional hours or to extend authorized end date for services timely.
- 3. Trial Work Experience must be of sufficient variety and over a sufficient period of time for DVR to determine if:
  - a. There is sufficient evidence to conclude that the VR Client can benefit from the provision of VR services in terms of an employment outcome; and
  - b. The Trial Work Experience will end immediately if it becomes apparent the VR Client will be successful in competitive, integrated employment; or
  - c. There is clear and convincing evidence that the VR Client is incapable of benefitting from VR services in terms of employment outcome due to the severity of the VR Client's disability.

2.2.6 Notify the referring VR Counselor and the MSP:

- 1. Through email documentation within one (1) business day when two (2) attempts to contact the VR Client have been unsuccessful or the VR Client fails to actively participate in services on a consistent basis,
- 2. Through email documentation within one (1) business day if the VR Client is encountering serious difficulties and problems that interfere with successful completion of the agreed upon objective(s).

2.2.7 Obtain the VR Counselor's approval in the form of a new or an amended DVR Purchase Order through the MSP prior to making any changes to the level of service provision (e.g. increase or decrease of units or extension of expiration date), and at least five (5) business days prior to the expiration of the DVR Purchase Order. Verbal Purchase Orders are not valid.

2.2.8 If the VR Client's service objectives change during the service provision, revise the Intake Plan (Exhibit F1), include the date of revision, and obtain the VR Counselor's and VR Client/VR Client's Guardian/Representative approval of the revision.

2.2.9 Hold meetings with the VR Counselor, the VR Client, and their Support Team, as needed, to discuss the VR Client's progress toward the achievement of the established service objective(s) and/or skills and abilities.

2.3 Service Provider (Vendor) Qualification Requirements

2.3.1 Utilize personnel or subcontractors to provide the services, approve documents and reports who meet the following documented criteria:

- 1. Hold a Bachelor's degree from an accredited college or university in social science or education and
  - a. Be a Certified Employment Service Professional (CESP) or;
  - b. Have completed specialized training through an Association of Community Rehabilitation Educators (ACRE) certified Supported Employment and/or Customized Employment curricula or;
  - c. Completed specialized training through an Association of Community Rehabilitation Educators (ACRE) certified Supported Employment and/or Customized Employment curricula within two (2) years.
- 2. Hold a Bachelor's degree from an accredited college or university in another field with one (1) year verifiable experience working directly with persons with disabilities and
  - a. Be a Certified Employment Service Professional (CESP) or;
  - b. Have completed specialized training through an Association of Community Rehabilitation Educators (ACRE) certified Supported Employment and/or Customized Employment curricula or;

- c. Completed specialized training through an Association of Community Rehabilitation Educators (ACRE) certified Supported Employment and/or Customized Employment curricula within two (2) years.

2.3.2 Utilize personnel or subcontractors as Employment Specialists and/or Job Coaches who meet the following documented criteria, who must be under the direction and supervision of personnel who meet the criteria in 2.3.1:

1. Have a high school diploma or General Equivalency Diploma (G.E.D) and;
2. Have completed specialized training through an Association of Community Rehabilitation Educators (ACRE) certified Supported Employment and/or Customized Employment curricula or;
3. Completed specialized training through an Association of Community Rehabilitation Educators (ACRE) certified Supported Employment and/or Customized Employment curricula within two (2) years or;
4. Be a Certified Employment Service Professional (CESP).

## 2.4 Administrative Requirements

2.4.1 Establish and maintain a VR Client case file that includes:

1. Assignment of service(s) to the VR Client, including referral information;
2. DVR Purchase Orders(s);
3. Trial Work Experience Intake Plan (Exhibit F1);
4. Trial Work Experience Assessment Report(s) (Exhibit F2);
5. A record of the Vendor's personnel time spent providing service; and
6. Other documents relevant to the service provision.

2.4.2 Have a Quality Management Plan (QMP) in order to continuously monitor the delivery of services and to ensure that the service provision meets the VR Client's objectives to include the following:

1. Incident management, corrective action and preventions;
2. Complaints and grievances;
3. Monitoring and evaluation the service provision, e.g., measurement of outcomes as it relates to the VR Client's objectives, and the improvement of the quality of services; and
4. Routine monitoring of its personnel and subcontractors to ensure the effectiveness of the relationship between the VR Client and direct service personnel.

2.4.3 Adhere to the Vendor Code of Conduct (Exhibit C).

2.4.4 Adhere to the requirements of the Rehabilitation Act and its implementing regulations 34 CFR 361.51 "Standards for facilities and providers of services"; and

2.4.5 Comply with all requirements established by the Wage and Hour Division of the United States Department of Labor (DOL), as well as State and local labor regulations when using subcontract or production work (DOL covered and/or non-covered work), as part of the service delivery.

## 3.0 VENDOR PERFORMANCE EVALUATION

3.1 Service Outcome: A thorough documentation of the VR Client's ability and potential to physically and mentally maintain competitive employment as well as to acquire and be able to consistently apply work readiness/employability skills.

3.2 Performance Standards. The Vendor shall meet the following minimum acceptable performance standards during the quarter:

- 3.2.1 **Performance Standard #1 - Acceptance Rate:** At a minimum, ninety percent (90%) of the VR Clients referred for services shall be accepted by the Vendor;
  - 3.2.2 **Performance Standard # 2 - Completion Rate:** One hundred percent (100%) of VR Clients who participate in the program shall have a written final TWE Assessment Report (Exhibit F2) submitted to VR Counselor through the MSP within five (5) business days of completion of the assessment.
    - 1. VR Clients who drop out of the program due to their dissatisfaction with the quality of the Vendor's service provision will be counted toward this Performance Standard.
    - 2. VR Clients who drop out due to personal reasons, other than dissatisfaction with the Vendor's service provision, (e.g. medical reason, incarceration, closure by VR Counselor, or other reasons that cannot be attributed to the quality of the Vendor's service provision) will not be counted toward this Performance Standard; and
  - 3.2.3 **Performance Standard #3 - Reporting:** The Vendor shall submit no less than ninety percent (90%) of their initial Reporting Packets Reporting Packets completely and accurately, as defined by the MSP, by the established timelines identified within these Service Specifications.
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- 3.3 The MSP and DVR will analyze the Vendor's progress in achieving the overall minimum acceptable service standards.
  - 3.3.1 Information for evaluating the Vendor's effectiveness and performance will be gathered from the MSP, Vendor's monthly reports, and the DVR case management System of Record.
  - 3.3.2 The results of the data analysis may be shared with VR Clients and VR Counselors as part of informed choice in selecting the services among available Vendors.

#### 4.0 PAYMENT

- 4.1 Payment rates are all inclusive, which means they include the Vendor's staff time, administrative costs, research, report preparation, travel time and mileage, time lost due to VR Client missed appointments ("no shows"), and any other costs associated with the service provision. DVR will not pay for these costs separately.
- 4.2 The Payment Unit is one (1) Hour, which equals sixty (60) minutes of actual time spent providing Trial Work Experience to one (1) VR Client. A partial hour may be billed in increments of a quarter of an hour (15 minutes). The Vendor may round the total time spent with the VR Client to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and 19 minutes = 22.25 hours; 22 hours and 26 minutes = 22.5 hours; 22 hours and 30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours.
- 4.3 The Vendor shall bill only for time spent providing Trial Work Experience that last longer than fifteen (15) minutes:
  - 4.3.1 With VR Clients face-to-face, by video conference, or by phone calls;
  - 4.3.2 With a community agency representative (related to access to educational or community services) or an employer face-to-face, by video conference, or by phone calls to resolve issues raised by the VR Client or other party; and
  - 4.3.3 With VR Counselors face-to-face, by video conference, or by phone calls to discuss specific issues pertaining to VR Clients.

#### 5.0 REPORTING REQUIREMENTS

The Vendor shall report on service provision as follows:

- 5.1 Submit to the MSP completely and accurately as defined by the MSP one (1) PDF Reporting Packet through the MSP's program for each individual VR Client within fifteen (15) calendar days following the end of each calendar month in which Trial Work Experience was provided.
- 5.1.1 The Reporting Packet shall include the following reports, as applicable, for each VR Client who received this service during a reporting period:
  - 1. Within five (5) business days after the meeting with the VR Client, submit to the MSP a complete and accurate Intake Plan (Exhibit F1).
  - 2. Within five (5) business days after completing the assessment, submit to the MSP the final TWE Assessment Report (Exhibit F2).
- 5.1.2 Incomplete or inaccurate Reporting Packets, report(s) or supporting document(s), will not be processed and will be returned to the Vendor. The Vendor will be responsible to submit a corrected request and/or a corrected reporting packet.
- 5.1.3 Reporting Packets submitted with multiple PDF's will not be processed and will be returned to the Vendor. Vendor is responsible for submitting one (1) PDF Reporting Packet completely and accurately through the MSP's program for each individual VR Client.
- 5.2 Submit to the MSP as appropriate:
  - 5.2.1 Verification of the qualifications of staff or subcontractors, using Exhibit F3, Affirmation of Qualifications.
  - 5.2.2 Formal written notification within five (5) business days of issuance of any actions from any of the applicable licensing and regulatory boards or agencies in the State where the VR Client is residing which may result in disciplinary action taken on their current licensure.
  - 5.2.3 Current Certificates of Insurance, no later than ten (10) days following the expiration of the existing Certificate of Insurance.
- 5.3 Submit to the MSP and the referring VR Counselor:
  - 5.3.1 A notification of any unusual incident verbally within one (1) business day of the occurrence, followed by a thorough written report of the unusual incident within three (3) business days of the occurrence. Unusual incidents include, but are not limited to:
    - 1. Death of a VR Client;
    - 2. Alleged neglect, abuse, mistreatment or exploitation of a VR Client (by anyone);
    - 3. Disappearance of a VR Client. The Vendor shall report a missing VR Client to law enforcement officials and the VR Counselor as soon as the Vendor suspects that the VR Client may be missing;
    - 4. Suicide attempt(s) by the VR Client;
    - 5. Sexual abuse against a VR Client, including consensual sexual activity;
    - 6. Inappropriate sexual behavior toward a VR Client;
    - 7. Any threat to the physical or emotional well-being of an individual or Vendor's staff member by a VR Client, and;
    - 8. Any unexplained VR Client absence.
  - 5.3.2 Notification of the loss of or damage to equipment or property in writing, with an explanation of the circumstances of the loss or damage, within three (3) business days following the occurrence.
- 5.4 Other Reports
  - 5.4.1 DVR reserves the right to require that the Vendor submit additional or revised reports related to the service provision and performance.

- 5.4.2 Reporting requirements, methods and/or formats (Exhibits, including Service Specifications) may be changed without amendment.
- 5.4.3 The Vendor will be notified in writing about any change in reporting forms through the Managed Service Provision Contractor.