

## **SCOPE OF WORK WORK ADJUSTMENT TRAINING**

- 1.0 ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES) VISION AND MISSION STATEMENTS:**
  - 1.1 ADES Vision: Every Child, adult, and family in the state of Arizona will be safe and economically secure.
  - 1.2 ADES Mission: ADES promotes the safety, well-being, and self-sufficiency of children, adults, and families.
  - 1.3 Arizona Rehabilitation Services Administration (RSA) Mission for Vocational Rehabilitation (VR) Program: To assist individuals with disabilities to achieve economic self-sufficiency through meaningful and sustained employment.
  
- 2.0 PURPOSE OF CONTRACT:**
  - 2.1 The purpose of this contract is to purchase Work Adjustment Training services from qualified community rehabilitation providers to assist Vocational Rehabilitation clients in developing necessary skills and preparing for obtaining and maintaining meaningful employment.
  - 2.2 The outcome for Work Adjustment Training is for clients to have developed job readiness skills and behaviors necessary to successfully obtain and maintain employment.
  - 2.3 This service is designed to meet the diverse employment needs of VR clients and accommodate their various disability related needs. RSA anticipates that the Contractor will be creative in its approaches to achieving the service goals for various client populations.
  - 2.4 The Contractor is expected to carefully identify its strengths and capacities in serving individuals with various disabilities, indicate client populations it is best qualified to serve, and to price its services accordingly. For example, contractors intending to serve clients who are deaf are expected to ensure that its staff is able to communicate with these clients either directly or through the assistance of professional services. The proposed contract rates should reflect costs associated with the differences in the clientele to be served.
  - 2.5 Performance standards outlined in Section 10.0 will be used in measuring contract performance.
  
- 2.6 **Legal Authority:** A.R.S. § 41-1954 A.6 provides ADES the authority to contract and incur obligations within the general scope of its activities and operations. ADES is authorized to administer the Vocational Rehabilitation program pursuant to A.R.S. § 41-1954 (A) (1) (d). The RSA is authorized to provide this service under Rehabilitation Act of 1973 , as amended [29 U.S.C. 723(a); 709(c), 721(a)(6) and 723 (b) and 34 CFR 361.48 and 361.49 Scope of Vocational Rehabilitation Services for Individuals and Groups of Individuals with Disabilities], and A.R.S. § 23-503 Duties and Powers of Vocational Rehabilitation Division(i.e. Administration).1
  
- 2.7 **Projected Awards:** It is the intent of the Department to make multiple awards for this service to cover all geographic areas of the State and to provide the service to all of the different disability populations served by RSA.
  - 2.7.1 Add service area (county?) and that awards will be made based on points and eval criterial
  - 2.7.2 The contract will be established with an initial contract term of one (1) year with extension options.
  
- 2.8 **Projected utilization:** This service is provided on an as needed basis. There is no guarantee of the number of referrals to be provided by RSA.
  
- 3.0 BACKGROUND INFORMATION:**
  - 3.1 Rehabilitation Service Administration is an administration within Arizona Department of Economic Security (Department). RSA provides Vocational Rehabilitation (VR) services to individuals with physical, mental, or emotional disabilities when these disabilities create significant barriers to employment. By providing a full range of vocational and rehabilitation services, RSA assists individuals in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. VR services are customized according to each client's needs and goals.
  - 3.2 RSA has established the following goals for services under this contract:
    - 3.2.1. Ensure service outcome and service objectives are met;
    - 3.2.2 Increase the number of clients who are prepared for obtaining successful employment;
    - 3.2.3 Increase the partnership and collaboration between VR counselors and Contractors; and
    - 3.2.4 Measure the Contractor's performance as outlined in Section 10. Contractor Performance Evaluation.
  - 3.3 **Eligibility:** Eligibility for individuals to receive this service is determined by the Vocational Rehabilitation counselor (VR counselor).

- 3.3.1 RSA purchases Employment Services for eligible individuals (client) only when VR counselors or other public resources (such as the Arizona Job Services and Workforce Investment, Comprehensive One Stop Centers, etc.) are unable to meet the needs of those clients.
- 3.3.2 Referral for Work Adjustment Training service is made only if the client and the VR Counselor agree that:
- Additional assistance is needed,
  - The Departmental resources are not adequate to meet the client's needs.
  - A decision to proceed with this service is made after an initial meeting between the Contractor, the client and the VR Counselor.
- 3.4 RSA provides Worker's Compensation coverage for clients who participate in a short-term work experiences provided that no employer-employment relationship is established.

#### 4.0 SERVICE DESCRIPTION:

- 4.1 **ARIZONA TAXONOMY DEFINITION:** A service that provides training in the meaning, value and demands of work and in the development of positive attitudes toward work.
- 4.2 For the purpose of this contract, Work Adjustment Training Services are used for VR clients with significant disabilities who require extensive services to prepare for competitive employment in the community. such as: acclimatization to the world of work through time-limited trial work experience, training in the meaning and impact of work on disability and on benefits, job customization and other job accommodations.
- 4.3 This service is not intended to:
- provide job development and placements assistance;
  - assess the client's vocational skills or conduct a situational assessment;
  - teach specific vocational skills;
  - provide therapeutic or other counseling interventions to address significant behavioral or psychological issues.
- 4.4 Definitions: Move to Exhibit A Definitions
- 4.4.1 **Individual Setting** means the service is provided to a client who is not part of a group of clients receiving services in the same service/work area.
- 4.4.2 **Group Setting** means that two or more individuals are part of a service/work cluster in the same service/work area. Payment for group setting is **Group/Attendance Day** and it is used when a client is in attendance receiving services more than three (3) hours on any given calendar day.
- 4.4.3 List of definitions can be found in Exhibit A.

#### 5.0 CONTRACTOR QUALIFICATIONS:

The Contractor shall ensure that:

- 5.1 Personnel who will oversee the services provided under this contract have the following qualifications:
- Documented five (5) years of experience directly working with individuals with disabilities, preferably involved in the provision of vocational rehabilitation services, and
  - Be a Certified Rehabilitation Counselor, or a Licensed Professional Counselor, or
  - Bachelor's or Master's Degree in Rehabilitation Counseling, Psychology, Sociology, Education, or a related field as approved by AZRSA, or
  - Have a high school diploma or GED. Are you sure about this? This is a wide range of qualifications.
- 5.2. Personnel (e.g. Job Placement Specialists and Job Coaches) who will provide direct services under this contract have the following qualifications:
- 5.2.1 A high school diploma or G.E.D.,
- Documented one (1) year of experience preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services, and
  - Have knowledge and competency (by evidence of training and/or work experience), in the following areas:
    - Work Behavior-Support Training
    - Development and use of "Natural Supports" in the workplace add to Definitions
    - Job Analysis, Job Development and Marketing to Employers of RSA clients' abilities
    - Ethics and Boundaries
    - Disability awareness
- 5.3 Personnel directly involved in the service provision are able to communicate, either directly or through the assistance of professional services, in the native language of clients who have limited speaking ability and to use all other appropriate and effective modes of communications used by clients (e.g. Spanish language, American Sign Language, etc.). The Contractor may anticipate the cost of utilizing qualified professional services for communication with RSA clients in the proposed rate.
- 5.4 Personnel directly involved in the service provision comply with any RSA Best Practices related to various disability groups that the Contractor agreed to serve. RSA Best Practices can be obtained from VR counselors, RSA disability coordinators/RSA Central Office.

## 6.0 CONTRACT REQUIREMENTS:

The Contractor shall:

- 6.1 Provide contract services in the entire county which the Contractor proposed to serve as specified in the Price Sheet (Attachment 01) during the days and time indicated on the *Facility Location Staffing Chart*,

2

(Attachment 03).

- 6.2 Market contract services to VR counselors, clients, and to community employers and at the request of a VR counselor or a client, provide information regarding the agency, the qualifications of staff, and the success record of the Contractor selected to provide this service.
- 6.3 Physically separate "job or vocational training" from "work adjustment training" by means of aisles, separate floor or use of another building (this applies to Contractors who provides both Job Training contract service and work adjustment). A clear distinction between these two groups of contract services shall be maintained.
- 6.4 Notify RSA District staff in writing within ten (10) business days when:
- 6.4.1 Hiring a new staff member to provide the contracted service.
- 6.4.1.1 The Contractor shall ensure that the new staff member has required experience and knowledge to provide the contracted service and
- 6.4.1.2 that the new staff member's application for fingerprinting clearance card is submitted to RSA.
- 6.4.2 There is a significant change in contract related job duties for Contractor's staff members or within Contractor's facility
- 6.4.3 A Contractor's staff who provided the contracted services terminates employment. The Contractor shall report whether such termination can be expected to affect the Contractor's performance under this contract.
- 6.5 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. <http://www.dol.gov/esa/whd/> and <http://www.ica.stat.az.us>.
- 6.6 Establish and maintain case records for all clients referred by RSA.
- 6.6.1 Ensure that a case file record includes initial RSA referral, RSA authorization letters, client's attendance log, progress notes, Monthly Progress Reports, staffing notes, time log of service provision, Contractor's staff time sheets, reports and billings submitted to RSA, record of follow up services until final disposition of the case.
- 6.6.2 Retain the case file for a period of five (5) years after termination of the contract or five (5) years after termination of service to the client, whichever is later.
- 6.6.3 Upon request from RSA, provide the original case file to the RSA designated staff within forty eight (48) hours of the request (weekends and holidays excluded).
- 6.7 Comply with RSA staff during annual contract monitoring meetings to determine the Contractor's performance and compliance with the contract terms and conditions.
- 6.8 Submit all subcontracts for any portion of this contract for review and approval to RSA at least thirty (30) calendar days prior to commencement of work. Approval from the DES Office of Procurement in a form of the contract amendment is required when adding any new subcontractor. Failure of the Department to respond shall not be considered as an approval.
- 6.9 Receive a written authorization from a designated RSA Purchasing Technician (PT) and a referral packet from the VR Counselor prior to performing services under this contract. The Contractor shall not start service prior to receiving an RSA authorization letter. Verbal authorizations are not allowed.
- 6.10 Adhere to the Contractor Code of Conduct (Exhibit 01).
- 6.11 Assure that:
- 6.11.1 Individuals who are employed by the Contractor, whether paid or not, and who are required or allowed to provide direct services to RSA clients shall have a fingerprint clearance card issued by the State of Arizona.
- 6.11.2 If an individual does not have a fingerprint clearance card, the person shall apply for a fingerprint clearance card within seven days of employment or the beginning of the person's contract with the Contractor. In the event the person's application is disapproved or is not approved within 120 days after the application is made, the person shall not be allowed to provide services to RSA clients.
- 6.11.3 The Contractor shall assume the cost of fingerprint checks and may anticipate this cost in the proposed rate.
- 6.11.4 The contractor shall keep evidence of all documents related to fingerprinting of its personnel and be able to present it to RSA during contract monitoring.

6.12 Adhere to the following requirements in accordance with: the Rehabilitation Act and its implementing regulations (Sections 12(c) and 101(a)(6)(B) and (C) of the Act; 29 U.S.C. 709(c) and 721(a)(6)(B) and (C))and 34 CFR 361.51) [http://www.access.gpo.gov/nara/cfr/waisidx\\_02/34cfr361\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html)

1. Accessibility of facilities. Any facility used in connection with the delivery of vocational rehabilitation services meets program accessibility requirements consistent with the requirements, as applicable, of the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151 et seq. and implementing regulation -41 CFR Subpart 101-19.6).

<http://www.access-board.gov/gs.htm>

3

the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws. <http://www.usdoj.gov/crt/ada/cguide.htm#anchor62335>

2. Affirmative action. Community rehabilitation programs shall take affirmative action to employ and advance in employment qualified individuals with disabilities covered under and on the same terms and conditions as in section 503 of the Act. <http://www.usdoj.gov/crt/ada/cguide.htm#anchor62335>

3. Special communication needs personnel: providers of vocational rehabilitation services shall be able to communicate in the native language of applicants and eligible individuals who have limited English speaking ability; and by using appropriate modes of communication used by applicants and eligible individuals.

4. Comply with the requirements of Section 504 of the Rehabilitation Act of 1973 as amended, Title II of the American with Disabilities Act of 1990, and the Arizona Disability Act which prohibit discrimination on the basis of the physical and mental disabilities in the provision of the contract program, services and activities.

5. Provide reasonable accommodations under the American with Disabilities Act of 1990 to allow a person with a disability to take part in the training program (a wheelchair accessible location, enlarged print, etc.).

## 7.0 SERVICE REQUIREMENTS:

7.1 **SERVICE PLANNING MEETING:** this face to face meeting service is required prior to starting any Work Adjustment Training services. The purposes of the meeting are to:

1. determine whether the client and the Contractor choose to work together as a team
2. discuss the client's service needs and determine appropriate services to be provided that will lead towards achievement of successful employment outcome in the occupation that is chosen by the client as specified in the current Individualized Plan for Employment (IPE).
3. develop jointly with the client and the VR counselor an appropriate *Work Adjustment Training Service Planning Menu* (Exhibit 03);
4. specify clearly roles and responsibilities of the client and the Contractor, estimated number of service hours, and cost and timelines for the achievement of the service objectives.

7.1.2 The Contractor shall:

1. Schedule with the VR Counselor and the VR client within ten (10) business days upon receipt of the *RSA Referral for Services* accompanied by all client data relevant for successful service provision.
2. Review and be familiar with the referral information and disability issues before the meeting.

7.2 **SERVICE OUTCOME:** The client has developed basic job readiness skills and behaviors necessary to successfully obtain and maintain employment as identified in the *Work Adjustment Training Service Planning Menu*, Exhibit 03.

7.2.1 Depending upon the specific needs of the client, the Contractor shall provide those services specified in the *Work Adjustment Training Service Planning Menu*. These services may include but are not limited to:

1. Provide job readiness training to prepare a client for the world of work. This service may include:
  - a. development of appropriate work behaviors,
  - b. getting to work on time,
  - c. appropriate dress and grooming,
  - d. increasing productivity;
  - e. accepting direction and supervision;
  - f. understanding and following through assignments;
  - g. developing work tolerance and stamina, etc.

2. Provide facility based or community based short-term job tryouts in form of structured paid or unpaid work experience in the work environments similar to the industry setting for the client's chosen vocational goal for the purpose of applying the learned skills and techniques in a real work setting;
3. Monitor client's progress and provide ongoing support and feedback to help clients understand their vocational strengths and limitations, and encourage them to improve his/her work skills and behaviors;
4. Provide or identify the source of Workman's Compensation coverage for the client during the job tryouts.

4

## **8.0 REPORTING REQUIREMENTS:**

### **8.1 Program Reports**

- 8.1.1 The Contractor shall submit the following reports with claim for payment for authorized services to the referring RSA staff:
  1. Service Planning Meeting: *Work Adjustment Training Service Planning Menu* (Exhibit 03) signed by the Contractor, the client and the VR counselor, with a request for payment for this service. If the client decides not to work with the Contractor, the VR Counselor will sign this form.
  2. *Work Adjustment Training Monthly Progress Reports* (Exhibit 04) no later than fifteen (15) business days after the end of each month of service
  3. If any of the reports is incomplete, the Contractor will be notified within seven (7) business days following receipt of the report requesting that substandard work be improved.
- 8.1.2 The Contractor shall submit *Work Adjustment Training Quarterly Reports* (Exhibit 05) to the RSA District Contract Specialist and a copy to the RSA Central Office, Contract Unit no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter.
- 8.1.3 All forms are fillable and expandable and shall be typed (except *Work Adjustment Training Service Planning Menu*, Exhibit 03).
- 8.1.4 The Contractor shall notify the referring VR Counselor verbally within twenty-four (24) hours and in writing within three (business days) about:
  1. Client's missed appointments exceeding three days in any given month.
  2. Suspension or termination of services
    - a. A written Termination Report shall be provided to the referring RSA Counselor within three (3) business days of the client's termination including the reasons for termination.
    - b. Valid reasons for suspending a client from participation include:
      1. behavior that may be dangerous to self or others;
      2. a serious infraction of the Contractor's rules;
      3. frequent unexcused absenteeism ( e.g. the client is missing more than three consecutive appointments);
      4. frequent unexcused tardiness and /or lack of cooperation on assigned tasks.
  3. Unusual Incidents  
Unusual incidents shall be verbally reported within twenty four (24) hours of the occurrence and a written report of the unusual incident shall be submitted within three (3) business days to the referring RSA Counselor. Incidents include, but are not limited to:
    - a. death of a client;
    - b. alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);
    - c. when the Contractors suspects that a client may be missing.
    - d. suicide attempts by the client;
    - e. sexual abuse, including non-consensual sexual activity;
    - f. inappropriate sexual behavior;
    - g. client might pose a threat to the physical or emotional well-being of an individual or contractor's staff member.
- 8.1.5 Other Reports: RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision.
- 8.2 **Financial Reports**

- 8.2.1 The Contractor shall submit a *Work Adjustment Training Contract Billing* form (Exhibit 06) for any claim for payment no later than the 15<sup>th</sup> calendar day of the following month to the referring VR Counselor and/or designated Payment Technician (PT).

## 9.0 **PAYMENT**

- 9.1 Payment will be made by RSA only upon receipt of acceptable completed monthly progress reports and billing forms. If any of the documents is improperly submitted or contains an error, RSA staff will notify the Contractor in writing within seven (7) business following receipt of the document.

- 9.2 **Payment for Work Adjustment Training** is allowed in a group setting and in an individual setting.

- 9.2.1 **Group setting:** Payment for group setting is **Group /Attendance Day** and it is used when a client is in attendance receiving services for more than three (3) hours on any given calendar day.

- 9.2.1.1 **Computing units for Group/Attendance Day:** the Contractor shall bill for half day increments (0.5 units) when a client is in attendance in a group setting for three (3) hours or less on a given calendar day. The daily rate is the same for whole or half days. At the end of the reporting period, the Contractor shall add up all WHOLE days and HALF days of the client's attendance. The days shall not be rounded.

- 9.2.2 **Individual setting** means the service is provided to a client who is not part of a group of clients receiving services in the same service/training area.

- 9.2.2.1 Payment for individual setting is one **Contact Hour or 60 minutes** of actual time spent directly with or on behalf of the VR client:

1. With the client face to face or using other communication methods (e.g. phones calls) provided that service provision lasted longer than 15 minutes.
2. With the employer face to face or by phone calls to resolve work issues raised by the employer about the client work performance.
3. With VR Counselor face to face or by phone calls to discuss specific issues pertaining to the client.
4. Routine follow up calls with the client, the VR Counselor or the employer are not billable.

- 9.2.2.2 **Computing units for Contact Hour:** At the end of a reporting period, the Contractor may round the total time spent with the client to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and 30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours.

- 9.2.3 If a client receives services in individual and group setting the same day, the Contractor shall clearly itemize the type of setting and applicable contact rate (contact hour and group day rate).

- 9.2.4 The payment rate for both contract rates, Contact Hour and Group /Attendance Day, includes all costs associated with the provision of the service including but not limited to: salaries, operating cost, travel time and mileage, preparation of billing and reports, routine follow-up phone calls, research, time for client no shows. These costs cannot be billed separately.

- 9.2.5 The Contractor shall bill RSA only for the number of Contact Hours or Group/Attendance Days that have been authorized by the VR counselor. The number of service units authorized by the VR Counselor is based on the individual client's needs. They are discussed and agreed among the VR Counselor, the client and the Contractor prior to authorizing services. The Contractor shall keep accurate records of time spent on the service provision, client attendance time sheets as support documentation.

- 9.2.6 The Contractor shall not bill RSA for full Group/Attendance Day if being paid for three (3) or more hours on that calendar day by another agency (e.g. Division of Developmental Disability, Regional Behavioral Health Authority, etc.) for similar "day" activities or work program ( except for provision of residential services). In this situation, the Contractor may only bill for a half—day (.5 unit) to RSA, if group/attendance day was authorized and provided.

## 0.0 **CONTRACT PERFORMANCE EVALUATION:**

- 10.1 The Contractor shall meet the following minimum acceptable performance standards during the contract year:

1. **Performance Standard #1- Acceptance Rate:** at a minimum, 80% of the RSA clients referred for services shall be accepted by the Contractor.

2. **Performance Standard # 2**, At a minimum, 60% of clients who were accepted by the Contractor shall successfully complete the training program.
- 10.2 RSA will conduct ongoing evaluation of the Contractor's performance in achieving the minimum acceptable service standards through the Contractor's monthly and quarterly reports and RSA data available through the RSA Database. The data will be compiled for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> quarter of the contract year. The data for the 4<sup>th</sup> quarter will be added upon availability and will be counted toward the Contractor's overall performance.
- 10.3 RSA will conduct annual satisfaction surveys of RSA clients and counselors. Results of the evaluation will be used to determine their satisfaction with the quality and effectiveness of the service provided by the Contractor. The results of the surveys will be shared with RSA clients and VR counselors as part of informed choice in selecting the services among available contractors from this solicitation.

5

- 10.4 For Contractors who do not meet the stated performance standards a corrective action plan will be developed to bring them into the compliance with the contract requirements.
- 10.4 Any work performed by the contractor that the VR counselor does not accept shall not be compensated. At the VR Counselor option, the Contractor may be required to redo substandard work to bring it into conformance with acceptable standards for service provision under this contract. Such substandard work shall be documented by the VR Counselor who shall notify the Contractor about its deficiencies and expected improvements in the service provision (e.g. a resume developed for a client is poorly written, progress report does not include description of activities provided during a reporting period, etc.).