

Exhibit D

Work Adjustment Training 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 in section 6.11 of the contract. 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 Work Adjustment Training (WAT) is used for VR Clients who require extensive preparation for employment. It is training in basic skills that individuals must possess to be successful at work. Work readiness skills are also known as soft skills, employability skills, or job readiness skills.
 - 1.1.1 Work Adjustment Training services, in the most integrated setting, consist of teaching the core work readiness/employability skills necessary for obtaining and maintaining employment as well as successful work behaviors and performance.
- 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 informed choice in conjunction with their VR Counselor.
- 1.3 This service is not intended to provide any other service not herein specified.
- 1.4 Worker's Compensation coverage will be provided for VR Clients who participate in short-term work experiences pursuant to A.R.S. §23.901.6(f), provided that no employer-employment relationship is established.
- 1.5 Definitions: Terms are defined in Exhibit C3.

2.0 SERVICE REQUIREMENTS

The Vendor shall:

- 2.1 General Requirements
 - 2.1.1 Provide all services in a manner that is 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 utilize the assistance of professional interpreting services (e.g., Services to Deaf or Hard of Hearing require staff certified in ASL. Services to the Deaf-Blind require staff certified in Tactile Sign Language, etc.).
 - 2.1.4 Make reasonable accommodations under the Americans with Disabilities Act of 1990, as amended, to give people with disabilities an equal opportunity to benefit from program, services, and activities; and
 - 2.1.5 Provide all services only after receiving a written authorization from the RSA System of Record through the MSP. Verbal authorizations, or any authorization not issued by the RSA System of Record, are not valid.
 - 2.1.6 Not provide services or make any changes to service level provision (e.g. increase or decrease of units of service) without notice of a written authorization from the MSP for the change at least three (3) business days prior to the expiration of the existing RSA Purchase Authorization. Authorizations from the VR Counselor or other ADES personnel are not valid.

2.2 Service Provision - Provide services as follows:

2.2.1 Have a written methodology to provide WAT services that includes strategies, techniques, and tools to be used to assist VR Clients in developing each of the following core work readiness/employability skill objectives as detailed in the Client Service Plan:

1. VR Client to communicate verbally and in writing using the correct and polite behavior and interact in appropriate manners with others as demonstrated by: consistently exhibiting proper and acceptable conduct in all settings (training classroom and/or work) when asking for help, starting conversations with classmates or coworkers, or communicating thoughts and feelings (to justify decisions or support position), properly disclosing strengths and weaknesses, etc.
2. VR Client to manage symptoms or effects of disability, tolerate stress and handle time pressure/multi-tasking by: using medications as prescribed without interfering with work task completion; managing assignments, meeting deadlines and prioritizing tasks; recognizing stressors and applying relaxation techniques while managing negative feelings; screening out and managing internal distractions; screening out and managing environmental stimuli (e.g. blocking out sounds, sights, or odors) which may interfere with focusing on work tasks, etc.
3. VR Client to understand the importance of and maintain a groomed and neat appearance as demonstrated by consistently selecting appropriate attire (clothing and/or uniform), and displaying good personal hygiene (e.g. bathing, using deodorant, as well as oral cleanliness), etc.
4. VR Client to understand expectations for attendance and punctuality as demonstrated by arriving to training and/or work at the scheduled start time and staying for the scheduled hours.
5. VR Client to learn and understand job duties by remembering the routine, following instructions, and learning new tasks, etc.
6. VR Client to respond to work instructions and accept direction and supervision by completing the work tasks or delivering products timely and as instructed.
7. VR Client to maintain physical and mental work stamina/pace by working the scheduled hours without breaks, taking only scheduled breaks, sustaining concentration, managing and organizing time, and completing the assigned tasks in allotted times, etc.
8. VR Client to develop problem solving skills and strategies to be able to resolve conflict, respond appropriately to unfamiliar tasks, problems, or changes of job duties in the workplace.

2.2.2 Utilize the Work Adjustment Skills Appraisal Guide (Exhibit D1) to assess the level of skill acquisition.

2.2.3 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.

2.2.4 Client Service Plan Development

1. Schedule a meeting with the VR Client, the referring VR Counselor, and if applicable, the VR Client's Guardian/Representative within seven (7) business days after receipt of an assignment from the MSP for Client Service Plan development.
 - a. The meeting shall be face-to-face or by video conference and include the Vendor, VR Counselor, VR Client, and if applicable, the VR Client's Guardian/Representative to determine whether the services and the Vendor are appropriate for the VR Client; and
 - b. The Client Service Plan meeting shall not exceed one (1) hour, unless previously authorized by VR Counselor.
 - c. Develop and agree upon the services the VR Client will receive; and
 - d. Complete the Client Service Plan (Exhibit D2) form.

2.2.5 Provide Work Adjustment Training services as described in the Client Service Plan.

1. Initiate service provision within twelve (12) business days only after completion of the Client Service Plan.
2. Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the VR Client.
3. Use appropriate instructional techniques and resources in respect to cultural, gender, and lifestyle differences.

4. Provide the VR Client with instructional material as appropriate (textbook, CD, or other format), to be used for retention of learned skills and application in real employment.
 5. Monitor the VR Client's progress and provide ongoing support and feedback to help the VR Client understand their strengths and functional limitations and encourage them to improve their work skills and behaviors.
- 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 RSA Purchase Authorization from the MSP prior to making any changes to the level of service provision (e.g. increase or decrease of units of service), and at least three (3) business days prior to the expiration of the RSA Purchase Authorization. Verbal authorizations are not valid.
- 2.2.8 If the VR Client's service objectives change during the service provision, revise the Client Service Plan (Exhibit D2), include the date of revision, and obtain the VR Counselor's and the VR Client's approval of the revision.
- 2.2.9 Hold meetings with the VR Counselor and the VR Client, as needed, to discuss the VR Client's progress toward the achievement of the established service objective(s) and/or acquired skills.

2.3 Service Provider (Vendor) Qualification Requirements

- 2.3.1 Utilize personnel or subcontractors who supervise the services, provide classroom instruction, and approve admission and progress reports who meet the following documented criteria:
1. Demonstrate knowledge and competence by evidence of documented training and/or work experience, in the following areas as appropriate:
 - a. Disabilities Awareness to include the following areas of impairment: deafness, blindness, physical, cognitive (learning disabilities), brain injury, developmental/cognitive, serious mental illness, etc.;
 - b. Barriers and issues that prevent individuals with disabilities (particularly severe disabilities) from entering and succeeding in the workplace;
 - c. Strategies necessary for achieving successful, long-term employment outcomes for individuals with disabilities and how these strategies will lead to improved employment outcomes;
 - d. Work Readiness and Employability Skills; and
 2. Hold a Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) with documentation of one (1) year of full-time employment working with individuals with disabilities; or
 3. Hold a Bachelor's degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) with documentation of two (2) years of full-time employment working with individuals with disabilities; or
 4. Hold a high school diploma or G.E.D with documentation of five (5) years of full-time employment working with individuals with disabilities.
- 2.3.2 Personnel who do not have the above qualifications, but who provide direct services under this Service Specification shall have a high school diploma or G.E.D and one (1) year of documented experience (preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services). These individuals must be under the direction and supervision of personnel who meet the criteria in 2.3.1 above.
- 2.3.3 Provide Sign Language and Foreign Language services through personnel who meet the qualifications listed in Exhibit C2.

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. RSA Purchase Authorization(s);
 3. Work Adjustment Training Client Service Plan (Exhibit D2);
 4. Work Adjustment Training Monthly Progress Report(s) (Exhibit D3);
 5. Work Adjustment Training Service Closure Report (Exhibit D4);
 6. A record of the Vendor's personnel time spent providing service; and
 7. Other documents relevant to the service provision.
- 2.4.2 Have a Quality Management Plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the VR Clients' objectives to include the following:
 1. Incident management, corrective action and preventions;
 2. Complaints and grievances;
 3. Monitoring and evaluating the service provision, e.g., measurement of outcomes as it relates to the VR Clients' 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: Acquisition and consistent application by the VR Client of those core work readiness/employability skills stated in the Client Service Plan (Exhibit D2).
- 3.2 VR Client skill appraisal level shall be measured and reported according to Work Adjustment Skills Appraisal Guide (Exhibit D1):
- 3.3 Performance Standards. The Vendor shall meet the following minimum acceptable performance standards during the quarter:
 - 3.3.1 **Performance Standard #1 - Acceptance Rate:** At a minimum, eighty percent (80%) of the VR Clients referred for services shall be accepted by the Vendor;
 - 3.3.2 **Performance Standard #2 - Completion Rate:** At a minimum, ninety percent (90%) of the VR Clients who participate in the program shall acquire and demonstrate Work Adjustment Skills Appraisal Guide (Exhibit D1) Level 3 for each core work readiness/employability service objective stated in the Client Service Plan (Exhibit D2).
 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 reasons, incarceration, closure by VR Counselor or other reasons that cannot be attributed to the quality of the Vendor's service provision, etc.) will not be counted toward this Performance Standard; and
 - 3.3.3 **Performance Standard #3 - Reporting:** The Vendor shall submit no less than ninety percent (90%) of their initial Reporting Packets completely and accurately, as defined by the MSP, by the established timelines identified within these Service Specifications.
- 3.4 The MSP and ADES/RSA will analyze the Vendor's progress in achieving the overall minimum acceptable service standards.

- 3.4.1 Information for evaluating the Vendor's effectiveness and performance will be gathered from the MSP, Vendor's monthly reports, and the RSA case management System of Record.
- 3.4.2 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 cost, research and search for potential training or work sites, report preparation, travel time and mileage, time lost due to VR Client missed appointment ("no shows"), and any other costs associated with the service provision. RSA will not pay for these costs separately with exception to when there is a "no show" at the initial Client Service Plan meeting by either two (2) of the three (3) required parties, the VR Counselor or VR Client.
- 4.2 The Payment Unit is one (1) hour, which equals sixty (60) minutes of actual time spent providing one-on-one Work Adjustment Training service activities for one (1) VR Client. Example: One (1) hour of WAT service provision being provided by the Vendor Representative 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 Work Adjustment Training that lasts 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.
- 4.4 Multiple Work Adjustment Training service activities, as specified above, that are provided during a single date of service that lasts less than fifteen (15) minutes may not be combined. Example: Same date of service - one (1) phone call with the VR Client to discuss service provision, lasting five (5) minutes and one (1) phone call with the VR Counselor to discuss challenges the VR Client is encountering, lasting ten (10) minutes, cannot be combined.
- 4.5 Vendors are responsible for notifying RSA through the MSP when an interpreter is required and provide service only after an amended Purchase Authorization has been issued. Reimbursement for the use of interpreters for American Sign Language (ASL) or foreign language(s) shall be made at the actual expenses incurred and upon submission of verifying documentation with the invoice.
- 4.6 No charge for any service shall be accepted by or paid by RSA if submitted to RSA more than seventy-five (75) calendar days after the end of the reporting period (e.g., if services were provided during the March reporting period, RSA will not accept a Reporting Packet submitted after June 14th).
- 4.7 If the Vendor becomes the employer of record for the VR Client, service provision must stop.

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 Work Adjustment Training 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. Work Adjustment Training Client Service Plan (Exhibit D2);
 - 2. Work Adjustment Training Monthly Progress Report (Exhibit D3) to report the VR Client's progression during the reporting period; and
 - 3. Work Adjustment Training Service Closure Report (Exhibit D4) within thirty (30) days after service closure for any reason.
 - 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 PDFs will not be processed and will be returned to the Vendor. The 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 D5, 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. Any 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 RSA 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.