

## Exhibit U

### Tutoring Services 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 Tutoring Services includes tutoring and remedial instruction specifically designed to increase the academic achievement of Vocational Rehabilitation (VR) Clients by attaining proficiency in the core academic area(s).
  - 1.1.1 Core academic subjects may include but are not limited to: language arts, English, mathematics, science (including the areas of biology, chemistry, physics, earth science and general science), arts (visual and music), history, geography, etc., including technical, trade schools, computer training, and high school equivalency preparation programs.
- 1.2 This service does not include Tutoring Services that are the mandated responsibility of the schools which VR Clients attend (e.g. high school, college, university, etc.).
- 1.3 Tutoring Services under these Service Specifications shall be provided outside the school-mandated classes and sessions, including tutoring that occurs before school, after school, weekends, intersession and/or summer school.
- 1.4 In-home Tutoring Services is not allowed under these Service Specifications, unless considered a disability-related exception and must be approved by an RSA Unit Supervisor.
- 1.5 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.
- 1.6 This service is not intended to provide any other service not herein specified.
- 1.7 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.).

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- 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 the 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 American with Disabilities Act of 1990, as amended, to give people with disabilities an equal opportunity to benefit from program, services, and activities.
  - 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 authorizations 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 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.
  - 2.2.2 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.
      - b. The Client Service Plan meeting shall not exceed one (1) hour, unless previously authorized by VR Counselor.
      - c. Determine the VR Client's existing skills in the academic area(s) that are subject to tutoring by using information provided by the VR Counselor (e.g., vocational assessment, psychological assessment, school records, etc.), by the VR Client, and, if appropriate, by the VR Client's family or VR Client's Guardian/Representative(s).
      - d. Develop and agree upon the services the VR Client will receive; and
      - e. Complete the Client Service Plan (Exhibit U1) form.
  - 2.2.3 Provide Tutoring Services to achieve the objectives stated in the agreed upon Client Service Plan as follows:
    - 1. Initiate service provision within twelve (12) business days only after completion of the Client Service Plan.
    - 2. Provide tools, materials and instruction techniques necessary for the achievement of the VR Client's stated objectives identified and agreed upon in the Client Service Plan.
    - 3. 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.
    - 4. Use appropriate instructional techniques and resources in respect to cultural, gender, and lifestyle differences.
    - 5. Monitor the VR Client's progress and provide ongoing support and feedback to help the VR Client understand their strengths, limitations and encourage the VR Client to improve their academic knowledge.

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- 2.2.4 Hold meetings with the VR Counselor and the VR Client, as needed, to discuss the VR Client's progress towards achievement of the established service objective(s).
- 2.2.5 If the VR Client's service objectives change during the service provision, revise the Client Service Plan (Exhibit U1), include the date of revision, and obtain the VR Counselor's and VR Client's approval of the revision.
- 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 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.
- 2.3 Service Provider (Vendor) Qualification Requirements
  - 2.3.1 Utilize personnel and subcontractors who supervise the services 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' 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 provide these services shall have one (1) year of relevant teaching experience in related field, and meet the following documented criteria:
    - 1. For Math Tutoring:
      - a. A valid teacher certification or at minimum a Bachelor's degree; and
      - b. A minimum twelve (12) credit hours in calculus, algebra, trigonometry, introductions to number theory and modern algebra, formal mathematical reasoning and writing, topics in geometry, analysis of ordinary differential equations, introduction to probability theory, history of mathematics, synthesis of mathematical concepts, quantitative analysis.
    - 2. For English/Language Arts Tutoring:

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- a. A valid teacher certification or at minimum a Bachelor's degree; and
  - b. A minimum twelve (12) credit hours in composition, English grammar, linguistics, literature, reading including reading methods; and
  - c. For English Tutoring to individuals who are deaf, Sign Language skill level that meets the criteria for Sign Language Interpreters as stated in Exhibit C2.
3. For Tutoring in other subject areas:
- a. A minimum Bachelor's degree in the subject academic area (e.g., physics, chemistry, biology, foreign languages); or
  - b. A College Reading and Learning Association (CRLA) Tutor Certification; or
  - c. Have an Associate's degree or sixty (60) semester hours of coursework documented on an official transcript from an accredited institution of higher education. These individuals must be under the direction and supervision of a personnel who meets 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. Tutoring Services Client Service Plan (Exhibit U1);
  4. Tutoring Services Monthly Progress Report(s) (Exhibit U2);
  5. Tutoring Services Service Closure Report (Exhibit U3);
  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 Client's objectives to include the following:
1. Incident management, corrective action and prevention strategies;
  2. Complaint and grievances;
  3. Monitoring and evaluating 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 C1).
- 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."

### 3.0 VENDOR PERFORMANCE STANDARDS

- 3.1 The Vendor shall meet the following minimum acceptable performance standards during the quarter:
- 3.1.1 **Performance Standard #1 - Acceptance Rate:** At a minimum, eighty percent (80%) of the VR Clients referred for services shall be accepted by the Vendor;
- 3.1.2 **Performance Standard #2 - Completion Rate:** At a minimum, ninety percent (90%) of VR Clients who were accepted by the Vendor and fully participated in the program achieved their agreed upon service objectives stated in the Client Service Plan (Exhibit U1).

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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 towards 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, closed by VR Counselor, or other reasons that cannot be attributed to the quality of the Vendor's service provision, etc.) will not be counted towards this Performance Standard.
- 3.1.3 **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.
- 3.2 The MSP and ADES/RSA will analyze the Vendor's progress in achieving the overall minimum acceptable service standards.
- 3.2.1 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.
- 3.2.2 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. 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 Tutoring Services 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 Tutoring Services 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 professor, teacher, instructor or teaching assistant 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 Tutoring Services 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.

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- 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).

#### 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 Tutoring Services were 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. Tutoring Services Client Service Plan (Exhibit U1);
  2. Tutoring Services Monthly Progress Report (Exhibit U2) to report the VR Client's progression during the reporting period, clearly describing the VR Client's progress being made toward the achievement of the mutually agreed upon service objective(s), including documentation of appointment dates and attendance record;
  3. Tutoring Services Service Closure Report (Exhibit U3) 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 U4, 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);

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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 the Vendor to submit additional or revised reports related to the service provision and contract 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.