

WHO WE ARE

In 1920, the first public rehabilitation program providing training, prosthetics, and placement services for persons with disabilities began with the passing of the Smith-Fess Act.

Since that time, there have been many laws enacted to enhance the lives of persons with disabilities. On July 26, 1990, President George H. W. Bush signed the [Americans with Disabilities Act \(ADA\)](#) including the Rehabilitation Act of 1973 and subsequent amendments, which ensure consumer choice in career opportunities. On July 26, 1990, The Americans with Disabilities Act (ADA), was signed into law by President George H.W. Bush. The ADA is one of the most significant laws passed to assist individuals with disabilities in modern history.

The ADA has made a tremendous impact on American life and culture and is an important civil rights act designed to ensure that people with disabilities enjoy the same freedoms as everyone else. Additionally, the 1992 Amendments to the Rehabilitation Act of 1973 ensure consumer choice in all aspects of their case, including career opportunities.

The latest amendments are incorporated in Public Law 113-128, enacted on July 22, 2014, as Title IV of the [Workforce Innovation and Opportunity Act \(WIOA\)](#). WIOA is designed to give job seekers easier access to employment, education, training, and support services needed to succeed in the labor market, and to match employers with the skilled workers they need to compete in the global economy.

The Florida Vocational Rehabilitation Program is operated by the Department of Education's Division of Vocational Rehabilitation, hereinafter referred to as "VR." All Program activities are conducted in accordance with the regulations found in Title 34, Code of Federal Regulations (CFR), Part 361 and Chapter 413, Part II, Florida Statutes. Services are provided statewide through a combination of VR (in-house and privatized staff), as well as purchased from outside service providers. VR and providers work as partners in interdependent relationships to provide quality vocational rehabilitation services to persons with disabilities in Florida that lead to the Customer finding and maintaining employment.

MISSION

The mission of the Florida Division of Vocational Rehabilitation is to help people with disabilities find and maintain employment and enhance their independence.

VISION

Our vision is to become the first place people with disabilities turn when seeking employment and a top resource for employers in need of qualified employees.

VALUES

Helping our customers become employed and increase their independence is the only reason VR exists. We recognize that the values of our staff, and those of our partners, are the keys to our success. VR values:

Accountability. We recognize that our actions influence the lives of our colleagues, partners, and customers.

Creativity. We value staff who are creative and innovative and encourage staff to come up with new ideas that will have a positive impact on our customers.

Honesty. We value transparency and candor, and strive to exhibit both in everything we do.

Inclusion. We value community integration and equal participation in society by people with disabilities.

Education. We value lifelong learning for our staff and are committed to providing training and professional development opportunities.

Vision. We value our vision to become a top resource to both people with disabilities and employers.

Empowerment. We value our role in empowering people with disabilities to lead successful and happy lives.

INTRODUCTION

The purpose of this manual is to provide uniform guidelines to ensure VR customers receive quality employment services. VR developed this manual with input from our Provider partners. It will be periodically reviewed and updated, as necessary, in order to better serve our customers.

The cornerstone of this manual is the partnership formed between VR, our partner providers, and persons receiving services. The sole purpose of this partnership is to assist the customer to achieve his or her employment goal, consistent with their preferences, skills, strength, and needs. We are also mindful of Florida's labor market and the needs of Florida's business community.

COLLABORATION

Both VR and the provider share responsibility in assisting the customer. We will accomplish this through mutual respect and clearly defined roles and responsibilities. We will discuss those specific roles and responsibilities later in this manual.

Collaboration between all partners, including the customer, is critical to achieving a successful outcome. Effective collaboration and teamwork is the direct result of relationship building. We expect all partners to communicate openly and frequently.

VR will designate a Provider Manager, housed in VR Headquarters, to work with the Provider on all things related to registration, staff qualifications, and administrative matters. The Provider Manager is also responsible for processing payments and monitoring Provider performance.

VR will also designate a Provider Liaison located in each area to serve as an intermediary between the Provider, VR Headquarters, and Field Office staff. The Provider Manager and the Area Provider Liaison will work together to provide training and ongoing technical assistance. VR has a “no wrong door” philosophy. No matter whom the Provider calls, VR staff is committed to working together to provide the necessary assistance.

DEFINITIONS

1. **Competitive Integrated Employment** – to meet the requirements of Competitive Integrated Employment a position must:
 - a. be performed on a full-time or part-time basis (including self-employment);
 - b. compensate the individual at or above Florida’s minimum wage, but not less than the customary wage paid for similar work by the employer to individuals who have similar training, experience, and skills;
 - c. offer the same benefits as for similar work performed by individuals who are not disabled;
 - d. be at a location, typically found in the community; and the level of interaction with others (e.g. customers, vendors and co-workers) is the same as non-disabled persons within that individual’s entire worksite and work unit;
 - e. offer opportunities for advancement similar to those for other employees who are not individuals with disabilities and who have similar positions.
2. **Customer** – an individual who has applied for vocational rehabilitation services and been deemed eligible, in accordance with the requirements of 34 C.F.R § 361.42(a).
3. **Employer** – the person or business for which a VR Customer performs a service as an employee, including an on-the-job training placement, trial work or work exploration.
4. **Employment Outcome** – competitive integrated employment, supported employment, or any other type of employment in a competitive integrated setting, including self-employment, telecommuting, or business ownership, that is consistent with an individual’s unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

5. **Employment Specialist** – an employee of the Provider who has been approved to assist VR Customers seeking employment to choose, prepare for, obtain, and retain competitive integrated employment.
6. **Individualized Plan for Employment (IPE)** - a plan developed by the Customer and the VR Counselor that describes the Customer’s responsibilities and the specific rehabilitation services needed for the Customer to achieve the employment outcome specified in the IPE.
7. **Individual with a disability** – an individual who has a physical or mental impairment that constitutes or results in a substantial impediment to employment and who can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.
8. **Individual with a most significant disability** – an individual with a disability which seriously limits three (3) or more functional capacities in terms of work and requires three (3) or more Primary Services that must be provided over an extended period of time (at least twelve (12) months) and is not likely to be corrected through surgical intervention and/or other treatment modes.
9. **Informed Choice** – a process in which the Customer shares responsibility with the VR Counselor by identifying options and considering the advantages and disadvantages of each option from the viewpoint of the individual. Informed Choice occurs when each partner has shared responsibility for the process and outcomes.
10. **Job Carving** – a supported employment strategy designed to provide additional employment opportunities for individuals with disabilities. Job carving involves creating, modifying, or customizing a job so that it can be successfully performed by the individual.
11. **Job Developer** – a professional who works with a person with a disability to find or develop a job for him or her, based on skills and interests.
12. **Job Placement** – services organized to assist persons to choose, obtain and maintain consistent with their unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. Job placement occurs when the Customer begins working in an integrated community-based setting where most of the employees do not have disabilities, the Customer interacts on a regular basis with employees and others who do not have disabilities, and the Customer receives compensation as outlined in the definition for Competitive Integrated Employment.
13. **Notification of Approval (NOA)** – a form the Provider completes in Rehabilitation Electronic Billing Application (REBA) to request payment once a benchmark is reached. Once the NOA

is approved by the VR Counselor, the Provider generates an invoice and submits it to the Contract Manager for final approval and authorization of payment.

14. **On-the-Job Training (OJT)** – time-limited individual skill acquisition that can be learned on the job. On-The-Job Training occurs in an integrated, community-based employment setting where most of the employees do not have disabilities and the individual with a disability who is completing the OJT is paid no less than minimum wage and interacts with individuals without disabilities to the same extent that other individuals in comparable positions interact with other persons.
15. **Primary Services** - major services that are necessary to prepare the eligible individual for employment. Primary services include counseling and guidance, training, treatment, and job placement, and more particularly, (a) physical restoration; (b) mental restoration; (c) supported employment; (d) extended services for supported employment; (e) employment services; (f) occupational licenses, tools, business equipment, and initial stock and supplies; (g) prosthetics and orthotics; (h) rehabilitation technology; (i) interpreter services; (j) self-employment; and (k) community-based work experiences.
16. **Referral Form** – VR’s request for professional services, such as employment services, supported employment services, or on-the-job training.
17. **Rehabilitation Electronic Billing Application (REBA)** – VR’s electronic billing system.
18. **Rehabilitation Information Management System (RIMS)** – VR’s comprehensive data collection and management system.
19. **Supported Employment (SE)**– competitive work in an integrated setting with ongoing support services for individuals with the most significant disabilities.
20. **Supported Employment Services** – ongoing support services and other appropriate services needed to support and maintain an individual with a most significant disability in supported employment.
21. **“Ticket to Work” Program (TTW)** – a voluntary Social Security Administration (SSA) program available to Floridians. Those determined to be eligible are issued a “Ticket,” which may be taken to Employment Network (EN) participants, such as VR, who offer access to employment and rehabilitation services necessary to help a person secure and retain employment.
22. **VR Counselor (VRC)** – an employee of the Division of Vocational Rehabilitation or staff or staff acting in this role for a privatized unit who works with people who have physical or mental disabilities to prepare them for employment.

23. **VR Counselor Analyst** – an employee of the Division of Vocational Rehabilitation responsible for providing vocational rehabilitation consultation and approval on all customer services for VR privatized units.

ROLES & RESPONSIBILITIES

There are three key team members involved in ensuring the Customer has a positive experience and achieves a successful outcome.

Customer:

The Customer is the most important team member. The VR Counselor and the Provider Employment Specialist are familiar with the goods and services that may benefit the Customer. Customer participation in selecting the right options for himself/herself is critical to the Customer's success. Customer responsibilities include:

- ❖ Maintaining contact with his/her VR Counselor throughout the rehabilitation process, including ensuring the counselor has current contact information;
- ❖ Providing the VR Counselor with access to information and records that can help determine eligibility for the programs and services needed to reach his/her goals;
- ❖ Telling his/her counselor about any appointment or service before going or receiving;
- ❖ Advising their counselor of any recommended appointments/evaluations/services not initiated by VR;
- ❖ Confirming payment is approved/authorized prior to attending/securing services supported by VR;
- ❖ Being an active participant in the development of his/her Individualized Plan for Employment (IPE) by making personal choices, needs, and interests known to their counselor;
- ❖ Making every effort to seek additional sources of funding for his/her rehabilitation, such as Supplemental Security Income, Social Security Disability Insurance, Ticket to Work, Medicare, Medicaid, other insurance, public assistance, educational scholarships, grants, and other community resources;
- ❖ Attending all appointments or notifying his/her counselor's office as soon as possible, if they are unable to make a scheduled appointment;
- ❖ Fulfilling all obligations outlined in his/her IPE;

- ❖ With their counselor's assistance, selecting a vocational goal consistent with their unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice; and
- ❖ Becoming informed about providers and making an informed choice of provider.

VR Counselor:

The VR Counselor (VRC) works collaboratively with the Customer to explore his/her interests, aptitudes, and transferrable work skills. The VRC works in partnership with the Customer and the Provider Employment Specialist to achieve the job goal identified on the Customer's IPE. Some of the VR Counselor's responsibilities include:

- ❖ Determining an individual's eligibility, service category, and the placement of the Customer on the waiting list, if appropriate;
- ❖ Guiding the Customer through activities to make an informed decision on job goal and Provider selection;
- ❖ Identifying and removing barriers to employment;
- ❖ Maintaining records and documentation used to move a case towards employment;
- ❖ Developing an IPE with the Customer that is specific to the Customer's unique needs and chosen job goal;
- ❖ Referring the Customer to the Provider of his/her choice;
- ❖ Advocating for and with the Customer in getting services to meet the Customer's needs;
- ❖ Counseling the Customer on Florida's labor market, career awareness, self-advocacy, and other needed skills;
- ❖ With the customer, selecting and arranging for services that will help the Customer in skill development and employment;
- ❖ Arranging for payment in a timely manner (including timely approval of MPRs);
- ❖ Working collaboratively with the Provider Employment Specialist and other community partners;
- ❖ Providing job and employer development in concert with the Provider;

- ❖ Ensuring that the placement is consistent with the IPE job goal. If the provider and customer determine that a different job goal is desired, consistent with the customer's unique strengths, resources, priorities, concerns, abilities, interests, and informed choice, ensuring that an approved IPE amendment is in place.
- ❖ Assessing the Customer's stabilization on the job, determining the appropriateness of case closure, and determining the need for post-employment services.

Provider Employment Specialist:

The Provider Employment Specialist (ES) works in partnership with the VRC and the Customer to meet the Customer's identified needs. . The specific needs of the Customer dictate the Provider's role in the process. Provider ES responsibilities include:

- ❖ Reviewing the information provided by the VRC to determine whether appropriate services can be provided to meet the Customer's needs;
- ❖ Providing opportunities for the Customer to share their personal interests and talents;
- ❖ Providing opportunities for the Customer to discover occupations of interest and skill match, in accordance with the IPE;
- ❖ Using local labor market information to assess the Customer's interests, aptitudes, and transferable skills to provide an appropriate job recommendation;
- ❖ Increasing customer employability skills through training and coaching opportunities;
- ❖ Initiating business contacts and relationships to obtain information appropriate to inform the placement process;
- ❖ Advising the customer and VR counselor if a different job goal seems appropriate and securing approval from both parties to pursue that goal (after the VRC and customer complete an approved IPE amendment);
- ❖ Providing follow-up to determine the Customer's stabilization on the job;
- ❖ Providing job coaching at the level identified and agreed upon with the VRC;
- ❖ Marketing the Customer to employers;
- ❖ Documenting interaction with the Customer and keeping the VRC informed of the Customer's progress;
- ❖ Encouraging the Customer's success at work;

- ❖ Providing crisis intervention and/or referral, if necessary, and advising VRC as soon as possible;
- ❖ Providing and/or coordinating training, as identified; and
- ❖ Monitoring the Customer's job performance.

PROVIDER STANDARDS OF CONDUCT

Providers must conduct business operations and customer care in an ethical manner consistent with the provisions outlined in this manual and the ethical standards listed below. Additionally, Provider Employment Specialists must demonstrate adherence to the Commission on Rehabilitation Counselor Certification's [Code of Professional Ethics for Rehabilitation Counselors](#).

All Providers shall abide by the following standards of conduct:

1. A Provider must deliver services with objectivity and respect for the unique needs and values of the Customer they are serving.
2. A Provider shall not discriminate based on factors irrelevant to the provision of services.
3. A Provider shall furnish sufficient, objective information to enable a Customer to make informed decisions.
4. A Provider shall not advertise or market services in a misleading manner.
5. A Provider shall not engage in uninvited solicitation of potential Customers.
6. A Provider shall ensure personal and professional competence of staff.
7. A Provider shall conduct business with honesty, integrity, and fairness.
8. A Provider shall fulfill all professional commitments in good faith.

CONFIDENTIALITY AND PROTECTED INFORMATION

In an effort to facilitate the vocational rehabilitation process, VR will share confidential information about our customers with the Provider. VRCs will share only what is necessary to secure needed services. Providers must ensure that any confidential information provided by VR or obtained by the Provider during service delivery remains confidential. The Provider must store any Customer information or documentation maintained outside of REBA in a secure, locked location to protect the integrity of the records and ensure Customer confidentiality.

Confidential information includes any information that may lead to the identification of a specific individual. Examples of protected information include, but are not limited to:

- Customer's Name
- Parent's/Legal Guardian's Name
- Social Security Number
- Customer's Physical Address
- Medical/Psychological Information

Providers must have internal confidentiality policies and procedures in place. Policies must address, at a minimum, methods for ensuring:

- Discussions with Customers are kept confidential;
- Confidential records are protected when transported outside the office;
- Secure storage of confidential information, both hardcopy and in electronic format, when not in use; and
- Confidential records are returned from individual staff upon separation from employment.

The Provider may not use or disclose any information concerning a VR Customer for any purpose not in conformity with s. 413.341, Florida Statutes, and 34 C.F.R. § 361.38 without the express prior written consent of the Customer or the responsible parent or guardian.

Providers must notify VR of any potential breaches or loss of confidential information within one (1) business day of discovery. Notification should be made in writing to the assigned Provider Manager and must include the name of the individual(s) impacted, the nature of the breach or loss, and the corrective actions undertaken.

All VR Customer related files and documentation, including confidentiality policies and procedures, are subject to VR inspection and must be made available for review upon written request. Failure to produce such records within the timeframe stated in the request may result in suspension or termination of registration status.

MARKETING

We encourage our Provider partners to make VR staff aware of the services they can offer to our customers. Marketing activities can be coordinated through your Provider Manager and Area Liaison. Providers should not make contact to individual VR staff or customers in an attempt to solicit referrals.

Providers may, and should, develop marketing materials for distribution to VR staff and customers. VR's Communications Director must approve any materials that promote VR and/or include the VR logo.

SUBCONTRACTING

The Provider may not subcontract, assign, or transfer any work without the prior written consent of the VR Provider Manager. Regardless of such consent, the Provider retains full responsibility for all

work performed. All subcontractors are subject to the same Vendor Registration staff qualifications as the Provider. VR is not liable to the subcontractor for expenses or liabilities incurred under the subcontract.

VENDOR REGISTRATION REQUIREMENTS

To maintain active vendor status, the Provider must maintain compliance with all VR Vendor Registration requirements outlined in the VR Vendor Qualifications Manual . VR will verify compliance through ongoing routine monitoring. The Provider Manager will convey any noted deficiencies in writing. The Provider will have thirty (30) days to remedy. If deficiencies are not remedied within thirty (30) days, the Providers' registration will be suspended, for a period not to exceed ninety (90) days, pending resolution of all outstanding deficiencies. If, after ninety (90) days, any deficiencies remain, the Provider's registration will be revoked.

All Provider staff assigned to work with VR customers must be approved by VR's Vendor Registration Unit. The Provider must submit a completed Employee Contact Form to the VR Vendor Registration Unit within five (5) days of hiring for all employees hired after initial vendor registration who will be providing direct services. Newly hired employees may not provide services to VR customers until VR has approved and registered the employee. The Provider must also submit an Employee Contact Form within five (5) days of termination to remove any employee no longer providing direct services to VR Customers.

The Provider must submit a list of all staff currently engaged in the provision of VR services to the Provider Manager no later than thirty (30) days after the end of each quarter. For purposes of this Contract, quarters are defined as:

- 1st Quarter: July 1st – September 30th
- 2nd Quarter: October 1st – December 31st
- 3rd Quarter: January 1st – March 31st
- 4th Quarter: April 1st – June 30th

Failure to comply with all Vendor Registration requirements is cause for benchmark payment denial, suspension, and/or revocation of registration. Additionally, the Provider may be required to provide repayment for any services deemed to have been provided during the period non-compliance.

DATA COLLECTION & DISSEMINATION

VR will collect data through RIMS and related systems on, at a minimum, Contract Referrals, both accepted and declined, services provided, and payments made to the Provider. Data collected may be compiled into reports and shared with the Provider, VR Counselors, Customers and other stakeholders.

FISCAL PROCEDURES

Use of REBA by the Provider is a condition of providing Employment Services. By using the REBA system, the Provider agrees to comply with and be bound by the terms and conditions of use published on the REBA website.

The Provider must submit a properly completed invoice through REBA, including all supporting documentation and information required on the invoice template, no later than fifteen (15) days after the NOA is approved by the VR Counselor.

VR will make payment only for services listed on the invoice completed in accordance with the terms and conditions of this manual. VR may reject an invoice and/or request repayment for any service determined to be out of compliance. VR reserves the right to reject invoices submitted more than ninety (90) days after service is rendered.

OTHER SPECIAL PROVISIONS

- Once the Provider has accepted the referral of a particular customer, the Provider may offer a Customer a financial incentive (such as a gift card, clothing allowance) to encourage Customer cooperation and participation in service delivery. However, the Provider may not use a financial incentive in any manner that affects Customer choice of Providers.
- The Provider shall participate in training offered by VR at the direction of the VR Provider Manager.
- The Provider shall not have a Customer's "Ticket" reassigned to the Provider while the Customer is receiving services under an IPE. A Customer's "Ticket" may be assigned to an Employment Network (EN), based on the Customer's choice, any time before a Customer enters into an IPE with VR or after the Customer has reached "Successfully Rehabilitated".
- VR reserves the right to suspend Provider registration if, by way of routine monitoring or receipt of stakeholder complaint, VR suspects the Provider has engaged in fraudulent activity.
- VR may terminate registration for inactivity, if the Provider accepts no referrals within a six (6) month period.
- The Provider shall report to VR and the Florida Abuse Hotline any reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or adult with a disability. The Florida Abuse Hotline's statewide toll-free telephone number is 1-800-962-2873.
- The Provider shall notify VR immediately if it is or becomes a party to any contract with a State of Florida Career Source Center.

SERVICE DESCRIPTIONS & REQUIREMENTS

The Provider is responsible for providing employment services to VR Customers in partnership with VR, consistent with the VR Counselor's request on the Referral Form, which lead to competitive employment in an integrated setting and result in successful case closure. VR expects Providers to place Customers in Employer/Employee relationships. However, VR may grant exceptions that are in the best interest of the Customer and support independent contractor opportunities, on a case-by-case basis.

All services performed shall be in accordance with 34 CFR 361, Chapter 413, Part II, Florida Statutes, Rule 6A-25, Florida Administrative Code, and established VR policies and procedures. Services must be tailored to the needs of the customer.

Providers must accept, reject, or request more information on all Referrals received from VR within fifteen (15) business days of receipt. The Provider is only authorized to provide the services requested on the Referral Form.

Providers must begin regular contact with the Customer within two (2) weeks of Referral acceptance. If the Provider is unable to contact the Customer within the required two (2) weeks, they must notify the VR Counselor in writing.

The Provider must complete a Monthly Progress Report (MPR) in REBA every month for each Customer they are actively serving. The MPR must include dates and details of all activities performed to support delivery of the services required on the Referral Form. The Provider must submit the MPR within thirty (30) days following the month in which services were rendered. Failure to submit MPRs within the required timeframe may result in MPR rejection and denial of benchmark payment. In the event a benchmark is reached between reporting periods, an addendum must be attached to the most recent MPR listing details of any additional activities that resulted in achievement of the benchmark. The addendum and the MPR must be submitted to the VR Counselor with the NOA Form.

The Provider must obtain written approval from the VR Counselor and the VR Area Supervisor or VR Counselor Analyst prior to hiring a Customer for any position in a business in which the Provider has an ownership interest. Failure to obtain prior written approval will result in denial of all associated benchmark payments.

The Provider must obtain written approval from the VR Counselor and the VR Area Supervisor prior to placing a Customer in a job in which the Customer is deemed an independent contractor. To be considered a valid Placement, the Provider must fully explain all implications of the independent contractor arrangement (e.g., tax responsibility, Worker's Compensation coverage, employee benefits, etc.) to the Customer in writing, and the VRC must ensure and document in writing that the Customer and guardian, if there is one, understand and are providing informed consent to be an independent contractor. Failure to obtain prior written approval will result in denial of all associated benchmark payments.

In the event an Employer determines a VR Customer who has been placed with them is an independent contractor, rather than an employee, as defined by s.409.2576(2)(a), Florida Statutes, the Provider must ensure the Employer acknowledges their understanding of all applicable requirements of the Internal Revenue Code of 1986, as amended.

1. Pre-Placement Training

At the VR Counselor's option, the Provider may be asked to deliver formal pre-placement training, based on the Customer's individual needs.

Pre-placement Training is an optional service that may be delivered in conjunction with providing other Employment Services, as described below. This training is formal, structured, interactive, and must be completed prior to job placement. The training curriculum must consist of both lecture and hands-on activity for a minimum duration of twenty (20) hours. Training lasting more than four (4) hours must include at least a thirty (30) minute lunch break. Training must include, at a minimum, resume writing; instruction on interviewing skills; searching for and applying for jobs online; finding and completing job applications; managing Employer initial contacts; handling conflicts; navigating public transportation; and review of Customer benefit, if needed. Training must also include specific topics based on the Customer's individualized needs, identified through discussions with the Customer, the VR Counselor, and other support systems identified by the Customer on the Referral form. The VR Counselor may authorize an additional twenty (20) hours of training on a case-by-case basis, for a maximum of forty (40) hours.

This benchmark is considered met when the Customer has completed a minimum of twenty (20) hours of training. The Provider must have the customer complete and sign a Pre-Placement Training Survey at the conclusion of training. The Provider must also complete a Pre-Placement Training report that lists the dates and times of training, the name and title of the person who conducted the training, and the topics the training covered.

Should the VR Counselor and the Provider agree that the Customer would benefit from additional training, the Provider may deliver another twenty (20) hours of formal pre-placement.

This benchmark is considered met when the Customer has completed a minimum of an additional twenty (20) hours of training. The Provider shall have the customer complete and sign a Pre-Placement Training Survey at the conclusion of training. The Provider shall also complete a Pre-Placement Training report that lists the dates and times of training, the name and title of the person who conducted the training, and the additional topics the training covered. The report must clearly indicate what additional material was covered that needed to be reinforced or had not been addressed during the initial training period.

2. Employment Services

Employment Services are services provided to VR Customers designed to help the Customer secure and maintain integrated, competitive employment. The services necessary for the Customer to meet

his/her vocational goal will vary and must be tailored to the Customer's needs. Employment Services include services provided both prior to and after job placement.

Services provided prior to placement may include, but are not limited to, activities such as:

- Providing the Customer instruction on grooming, punctuality, attendance, and other job readiness skills;
- Assisting the Customer with creating a resume, cover letter, or employment portfolio;
- Providing the Customer instruction on employment related responsibilities such as payroll deduction, insurance, retirement and other benefits, and workplace safety;
- Developing job possibilities in the community by contacting potential Employers;
- Assisting the Customer with reviewing and submitting job applications;
- Assisting the Customer in locating potential employment and Employers well suited to his or her employment goals; and
- Assessing potential work environments and providing job-site consultation.

Job site services, including job retention services, may include, but are not limited to, activities such as:

- Negotiating job accommodations with Employers;
- Work site analysis and job site consultation;
- Job carving, including redesigning a current position or creating a new position to meet the needs of the Employer and Customer;
- Assisting the Customer with the development of natural supports;
- Assisting the Customer on the job-site with learning the new job tasks, understanding the job culture and industry practices, and understanding appropriate work behaviors;
- Training the Customer on how to complete new tasks, make changes in his/her work schedule, adjust to a new supervisor, and manage changes in both work and non-work environments;
- Helping the Employer and coworkers understand the training methods and accommodations needed by the Customer;
- Providing regular follow-up with the Employer, the Customer, the Customer's family or other authorized representatives; and
- Providing other appropriate support services needed to promote continued job success.

Employment Services consist of the following benchmarks:

- a. Placement
- b. 45 Day Job Retention

c. 90 Day Job Retention (Employment Outcome)

- A. Placement – this benchmark is considered met when the Customer begins working on a job in an integrated setting for competitive compensation, where the job matches the stated employment outcome on the IPE, as agreed upon by the Customer, the VR Counselor, and the Provider.

Completion is evidenced by submission of an NOA, approved by the VR Counselor, reflecting a placement date after the date of Referral acceptance. The job title indicated on the NOA must match the job goal stated on the IPE. In the event the Employer determines the Customer is an independent contractor, rather than an employee as defined in s.409.2576(2)(a), Florida Statutes, a letter from the Employer verifying such determination and confirming their compliance with all requirements of the Internal Revenue Code of 1968, as amended, must be attached to the NOA for employment verification. Monthly Progress Reports (MPRs) must also be attached to the NOA, as described in Section C.2.c. Placements made with any Employer in which the Provider has ownership interest must also include proof of prior approval from the VR Counselor and Area Supervisor.

- B. 45 Day Job Retention – VR requires the Provider to maintain contact with the Customer and/ or the Employer to provide job retention support needed to promote continued job success. This benchmark is considered met when the Customer has maintained continuous employment with a single Employer for a minimum of forty-five (45) days.

Completion is evidenced by submission of an NOA, approved by the VR Counselor, no sooner than forty-five (45) days after Placement or Referral acceptance, whichever is later. The NOA must reflect no change in Employer and must include employment verification made by an independent source, such as the Customer or a family member, or the Employer. Employment verification may not be made by the Provider. Monthly Progress Reports (MPRs) must be attached to the NOA.

- C. 90 Day Job Retention (Employment Outcome) – VR expects the Provider to maintain contact with the Customer and/or the Employer to provide job retention support needed to promote continued job success. This benchmark is considered met when the Customer has maintained continuous employment with a single Employer for a minimum of ninety (90) days.

Completion is evidenced by submission of an NOA, approved by the VR Counselor, no sooner than ninety (90) days after Placement or Referral, whichever is later. The NOA must reflect no change in Employer and must include employment verification made by an independent source, such as the Customer or a family member, or the Employer. Employment verification may not be made by the Provider. Monthly Progress Reports (MPRs) must be attached to the NOA.

3. Supported Employment Services

Supported Employment Services are services provided to VR Customers with the most significant disabilities and are designed to assist the Customer in securing and maintaining integrated, competitive employment. Supported Employment Services are appropriate for Customers for whom

competitive integrated employment has not occurred or for whom competitive integrated employment has been interrupted or intermittent as a result of a most significant disability and who, because of the nature and severity of their disabilities, need intensive supports and extended services after transition from support provided by VR in order to maintain their employment and who may need a negotiated or customized employment opportunity that matches the specific abilities of the individual with the most significant disability and meets the business need of an employer. Flexible strategies may include customizing a job description, developing a set of job duties, work schedule and other negotiated items.

The Provider shall render Phase I Services, which include ongoing support services needed to support and maintain the Customer in SE. These services are for a period of time not to exceed twenty-four (24) months, unless the Customer and the VR Counselor jointly agree in writing to extend the time needed to achieve the employment outcome identified in the Customers' IPE. The VR Counselor will identify at the time of Referral how Phase II (or extended) services will be provided upon closure of the VR case. Phase II services are provided by another State agency, private nonprofit organization, Employer, or any other appropriate resources paid for from a source other than VR. These services occur after the Customer has made the transition from VR support.

Supported Employment Services customarily begin with the creation of an Individual Career Plan (ICP) and concludes with a Supported Employment Outcome. However, on occasion a VR Counselor may make a Referral for a Customer who is already employed but could benefit from Supported Employment Services. In these cases, the Provider shall begin working with the Customer upon receipt and acceptance of a Referral from the VR Counselor.

Supported Employment Services consist of the following benchmarks:

- a. Individual Career Plan (ICP)
 - b. Placement
 - c. Stabilization
 - d. Transition
 - e. Supported Employment Outcome
- A. Individual Career Plan (ICP) - VR expects the Provider to work with the Customer to develop an ICP. The ICP must be completed and submitted to the VR Counselor through REBA within sixty (60) days of Referral acceptance and prior to Placement. The ICP must be in narrative report format and must contain the following seven (7) elements:
1. The Customer's name, Referral acceptance date, and a description of the targeted employment outcome;
 2. A detailed description and analysis of the Customer's current support system and the role each member has in supporting the Customer's employment goals;

3. A detailed analysis of the Customer's strengths and capacities in relation to the employment outcome identified in the Customer's IPE;
4. A detailed description of all anticipated supports and the role of each in supporting the Customer's employment goals;
5. A list of individuals contacted in the information gathering and career plan development process;
6. A detailed plan for employment services and implementation of supports; and
7. The signature of both the Customer and the Provider.

This benchmark is considered met when the plan, containing all of the information listed above, is fully developed. Completion is evidenced by submission of an NOA, approved by the VR Counselor, with the ICP attached. Monthly Progress Reports (MPRs) must be attached to the NOA.

- B. Placement - Placement occurs when the Customer begins working in an integrated community based setting where most of the employees do not have disabilities and the Customer interacts with individuals without disabilities and receives compensation as outlined in the definition for Competitive Integrated Employment. The job must match the stated employment outcome on the IPE, as agreed upon by the Customer, the VR Counselor, and the Provider. This benchmark is considered met when the Customer begins working on a job in an integrated setting for competitive compensation where the job matches the stated employment outcome on the IPE as agreed upon by the Customer, the VR Counselor, and the Provider.

Completion is evidenced by submission of an NOA, approved by the VR Counselor, reflecting a placement date after the date of Referral acceptance. The job title indicated on the NOA must match the job goal stated on the IPE. In the event the Employer determines the Customer is an independent contractor, rather than an employee as defined in s.409.2576(2)(a), Florida Statutes, a letter from the Employer verifying such determination and confirming their compliance with all requirements of the Internal Revenue Code of 1968, as amended, must be attached to the NOA for employment verification. The VRC must ensure and document in writing that the Customer and guardian (if there is one) understand and are providing informed consent to be an independent contractor. Monthly Progress Reports (MPRs) must also be attached to the NOA. Placements made with any Employer in which the Provider has ownership interest must also include proof of prior approval from the VR Counselor and Area Supervisor.

- C. Stabilization - Stabilization is achieved when the VR Counselor, Employment Specialist, Employer and Customer agree that the initial intensive services identified on the IPE have resulted in the Customer demonstrating acceptable job performance, and there is a reasonable expectation that satisfactory job performance will be maintained with the type and level of ongoing support services being provided.

Completion is evidenced by submission of an NOA, approved by the VR Counselor, reflecting a placement date after the date of Referral acceptance and indicating there has been no change in employment. Monthly Progress Reports (MPRs) must be attached to the NOA.

- D. Transition- Transition occurs a minimum of ninety (90) days after Stabilization or Referral acceptance. Responsibility for funding ongoing support services transitions at this time from the VR to the source of funding identified for the ongoing (Phase II) support services.

Completion is evidenced by submission of an NOA, approved by the VR Counselor, with a submission date of at least ninety (90) days after achievement of “Stabilization” and indicating there has been no change in employment. Monthly Progress Reports (MPRs) must be attached to the NOA.

- E. Supported Employment Outcome - Case closure of a Customer who has been successfully rehabilitated in a Supported Employment Outcome occurs a minimum of sixty (60) days from transition upon assurance that on-going supports have been successful. This benchmark is considered met when the Customer has maintained continuous employment with a single Employer for a minimum of one hundred and fifty (150) days.

Completion is evidenced by submission of an NOA, approved by the VR Counselor, with a submission date of at least sixty (60) days after “Transition” which reflects continuous employment with a single Employer for a minimum of one hundred fifty (150) days. Monthly Progress Reports (MPRs) must be attached to the NOA as described.

4. On-the-Job Training Services/Work Experiences

On-the-Job Training (OJT) is time-limited individual skills acquisition that can be learned on the job. On-the-Job Training occurs in an integrated community-based setting where most of the employees do not have disabilities and the Customer receiving the OJT interacts with individuals without disabilities to the same extent that co-workers in comparable positions interact with other persons. Customers who participate in OJT experiences shall be paid no less than minimum wage. Pre-employment transition services, such as Project Search, which provide unpaid work experiences to transitioning youth, are exempt from the minimum wage requirement.

Upon receipt and acceptance of a Referral for OJT Services, the Provider shall facilitate the OJT with the potential Employer. The VR Counselor will make a Referral for both OJT Services and either Employment Services or Supported Employment Services at the same time. The Provider shall work collaboratively with both the VR Counselor and the Customer to determine the type of training to be done, identify the specific skills the Customer will acquire, and define the anticipated timeframe of the OJT.

The Provider shall develop an OJT Plan with the Customer and complete an OJT Agreement with the Employer. The OJT Plan and the OJT Agreement shall be congruent with each other. The Provider shall submit both the OJT Plan and the OJT Agreement to the VR Counselor for approval prior to commencement of the OJT. The OJT shall not begin until both the OJT Plan and the OJT Agreement have been approved by the VR Counselor.

The Provider has the option of acting as the “Employer of Record” for the OJT. If this option is chosen, the Provider shall pay the Customer’s wages, taxes, and benefits and then request reimbursement from VR. Under this arrangement, the Employer will not have the responsibility of paying the Customer directly.

If the Employer chooses to pay the Customer directly, the Provider shall assist the Employer in becoming registered with VR as an On-the-Job Training Vendor. The OJT may not begin until the Employer is registered. Both the Employer and the Provider will receive a letter from the VR Vendor Registration Unit confirming registration completion.

Throughout the OJT, the Provider shall provide technical assistance to the Employer and the Customer to ensure the Customer receives the maximum benefit from the OJT. The Provider shall submit an OJT Training Progress Report to the VR Counselor each time wage reimbursement is requested. The OJT Training Progress Report must include a narrative summary of training progress made, including a detailed description of any challenges experienced by the Customer and what strategies the Provider and/or the Employer will use to address these challenges. The OJT Training Progress Report must be signed by the Provider, the Employer, and the Customer. The OJT Training Progress Report must also indicate dates and hours worked for calculation of payment. Paycheck stubs or payroll registers listing all deductions and Customer’s hours worked must be submitted as supporting documentation with all requests for wage reimbursement.

One month prior to the anticipated end of the OJT, the OJT Training Progress Report must also include the Provider’s recommendation and justification for continuing the OJT, if applicable. Any extension or continuation of the OJT must be approved by the VR Counselor prior to the anticipated end-date indicated in the OJT Agreement.

On-the-Job Training Services consist of the following benchmarks:

- a. OJT Plan & Agreement
- b. OJT Final Report

A. *OJT Plan & Agreement* - Prior to commencement of the OJT, the Provider shall work collaboratively with the Customer and the Employer to develop the OJT Plan and the OJT Agreement.

At a minimum, the OJT Plan section must include:

1. Name of the Customer;
2. Date of both Referral and Referral acceptance;

3. Targeted employment outcome;
4. Type of OJT desired;
5. Detailed description of the anticipated area(s) of skill development;
6. Detailed description of how the desired OJT relates to the targeted employment outcome; and
7. Types of businesses to be pursued for the desired OJT.

The OJT Agreement section must include:

1. Name of the Employer providing the OJT site;
2. Type of training the Employer will provide;
3. Anticipated length and duration of the OJT;
4. Hourly wage the Customer will be paid;
5. Employer's assurance that an employment relationship will exist between the Employer and the Customer during the OJT and an agreement to accept the basic responsibilities of employment as defined under all applicable laws, including but not limited to, Florida's Workers' Compensation Law;
6. The Employer's signature, indicating approval of the plan and acknowledgement of the employment relationship;
7. The Customer's signature as the Employee/Trainee; and
8. The VR Counselor's signature.

This benchmark is considered met when the OJT Plan and Agreement, containing all of the information listed above, are fully developed.

Completion is evidenced by submission of an NOA, approved by the VR Counselor, with the OJT Plan and Agreement attached. Monthly Progress Reports (MPRs) must be attached to the NOA.

- B. OJT Final Report - At the completion of the OJT, the Provider shall submit the OJT Final Report to the VR Counselor for approval. The OJT Final Report is an assessment of the employee/trainee's experience during the OJT and must include the following information:

1. A detailed description of the initial targeted skills;

2. A detailed description of the actual skills acquired;
3. A detailed description of the challenges that occurred and how each was addressed; and
4. A detailed description of how the targeted skills, the acquired skills, and the challenges faced will be leveraged in further job development.

This benchmark is considered met when the OJT Final Report, containing all of the information listed above, is fully developed.

Completion is evidenced by submission of an NOA, approved by the VR Counselor, with the OJT Final Report attached. Monthly Progress Reports (MPRs) must be attached to the NOA.

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