**AUGUST 2016**

# MODEL MEMORANDUM OF UNDERSTANDING

# BETWEEN

# VR AGENCY AND

# MEDICAID, MENTAL HEALTH, DEVELOPMENTAL DISABILITIES/INTELLECTUAL DISABILITIES AGENCIES

## PARTIES TO MOU

This AGREEMENT is entered into by the ……., the designated State unit responsible for administering the vocational rehabilitation program in accordance with Title I of the Rehabilitation Act [State VR agency], and the ……, the State agency responsible for administering the [Medicaid program, including the Home and Community-Based Services (HCBS) program, the Mental Health program (MH), and the Developmental Disabilities/ Intellectual Disabilities (DD/ID) program].

## PURPOSE

The purpose of this AGREEMENT is to establish the terms and conditions that will guide the partnership between the agencies and [establish/reaffirm/strengthen] the collaborative framework for the agencies aimed at developing, expanding, and improving opportunities for competitive integrated employment for individuals with disabilities, including individuals with the most significant disabilities by:

* Articulating a set of guiding principles;
* Outlining the collaborative working relationship with regard to interagency planning and policy development, eligibility, referrals and customer flow, service delivery, financial responsibility, training and technical assistance, data sharing, and accountability;
* Providing for the exchange of information regarding individuals serviced by the agencies; and
* Adopting mechanisms for ensuring accountability and resolving conflicts between agencies regarding the implementation of the terms and conditions of the AGREEMENT.

## PHILOSOPHY/GUIDING PRINCIPLES

It is the policy of the State that all programs, projects, and activities governed by this AGREEMENT shall be carried out in a manner consistent with the following philosophy and principles:

1. Disability is a natural part of the human experience and in no way diminishes the rights of individuals to live independently, enjoy self-determination, make informed choices and decisions, contribute to society, pursue meaningful careers, and enjoy full inclusion and integration in the economic, political, social, cultural, and educational mainstream of American society.
2. Work is a fundamental aspect of adult life for individuals with and without disabilities. It contributes to independence and economic self-sufficiency, provides a sense of purpose and self-esteem, and shapes who we are and how we fit into our community.
3. Individuals with disabilities, including those with the most significant disabilities, are capable of achieving high quality, competitive integrated employment when provided the necessary services and supports. Competitive integrated employment includes self-employment and supported employment and supported employment includes customized employment.
4. Youth with disabilities must receive the services, including training and other supports, they need to have meaningful opportunities to achieve employment outcomes in competitive integrated employment.
5. Implementation of programs, projects, and activities must be based on:
* Person-centered planning;
* Respect for individual dignity, personal responsibility, self-determination, pursuit of meaningful careers, and informed choice;
* Respect for the privacy, confidentiality, and rights of individuals, including the right to effective and meaningful access to services and information and data; and
* Reliance on and pursuit of evidence-based best, promising and emerging practices.
1. Service providers must be certified and their staff qualified to facilitate the achievement of competitive integrated employment outcomes, including supported employment for the individuals with disabilities they serve.
2. State agencies must value and support individual and systemic advocacy and community involvement, including supporting the involvement of an individual’s representative, if an individual with a disability requests, desires, or needs such support.

## INTERAGENCY PLANNING AND POLICY DEVELOPMENT

Consistent with the purposes and guiding principles of the AGREEMENT, the parties adopt the following interagency planning and policy development strategies:

1. Engage in periodic systemic strategic planning, troubleshooting, consultation, and technical assistance to ensure successful implementation of this agreement, including, among other things:
	* Goal setting regarding the number of individuals who are successful in working in competitive integrated employment, movement from part-time to full-time employment, increased wages and inclusive career pathways.
	* Systems development, including review of existing services and identification of needed services, promote the use of evidence-based practices and promising approaches, invite stakeholder to be involved.
	* Coordination of services, including identification of cross-training opportunities and opportunities for collaboration; create a more closely aligned employment service system; and inform consumers of the differences between State VR agency services and services provided by the [Medicaid/MH//DD/ID] agency.
	* Maximization of resources, including draw-down the maximum amount of Federal matching funds, pursue funding opportunities from all Federal, State, and local sources and the braiding of resources to increase competitive integrated employment outcomes.
	* Quality assurance, including specific standards for providers who provide long term supported employment services, establish an accessible, comprehensive and uniform system of benefits counseling across the State, collaborate on quality assurance reviews of employment service providers, and stay current with evidence-based practices and promising approaches available to support employment and disseminate that information to providers and consumers.
	* Stakeholders involvement, including consumers, families, employers, service providers, and advisory groups to both agencies to be involved in the system development process and share areas of expertise and concerns, as part of a process of feedback that leads to continuous quality improvement.
2. Establish a [steering committee] which shall meet at least [quarterly], discuss, among other things, policy and procedural issues relative to customer flow, program services, financing (including blending and braiding of funding), best practices, and exchange of information.
3. Identify a [program liaison] who will be the lead person to coordinate joint efforts in the areas of, among other things, communication, quality assurance, training, coordination of services, and policies and procedures.
4. Maintain active representation on the working groups established by the respective parties to the AGREEMENT to provide advice and share expertise regarding practices to enhance opportunities for competitive integrated employment.
5. Ensure that any meeting, conference, or seminar held pursuant to this AGREEMENT will meet all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act, Title II of the Americans with Disabilities Act, Section 188 of the Workforce Innovation and Opportunity Act, and any implementing regulations.

## ELIGIBILITY, REFERRALS, CUSTOMER FLOW

1. **Mutual Roles and Responsibilities.** The parties to this AGREEMENT shall:
2. Establish eligibility process for each applicant who is jointly eligible for VR services and [Medicaid services, including individuals with the most significant disabilities eligible for Home and Community-Based Services (HCBS)/MH//DD/ID services].
3. Establish standardized procedures (as needed) forms for referral to initiate services between parties to the AGREEMENT.
4. Follow the consumer’s choice regarding employment services, such as type of service requested and who will provide the service.
5. **State VR Agency.** The State VR agency shall:
6. Ensure that individuals with disabilities meet the basic eligibility criteria for VR services, including supported employment services under Title I and Title VI of the Rehabilitation Act and implementing Federal and State regulations.
7. Receive/accept and process referrals of [Medicaid/MH//DD/ID] beneficiaries with disabilities and determine eligibility for VR services in accordance with Federal and State regulations.
8. At the time of referral, document whether or not the individual is receiving [Medicaid/MH//DD/ID] services or is on the waiting list and will obtain release of information forms from each party.
9. Assist, as appropriate, in making a referral to the service provider funded by the [Medicaid/MH//DD/ID] agency.
10. **Medicaid/MH//DD/ID Agency.** The [Medicaid/MH//DD/ID] agency shall:
11. Ensure that the individual meets the [Medicaid (including HCBS)/MH//DD/ID] eligibility criteria.

1. Refer to the State VR agency [Medicaid/MH//DD/ID] beneficiaries who have disabilities and who desire to seek competitive integrated employment, including those receiving Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI).
2. Encourage employees, agents, and contracted [Medicaid/MH//DD/ID] Targeted Case Management providers to refer [Medicaid/MH//DD/ID] beneficiaries who have disabilities and who desire to seek competitive integrated employment to the State VR agency.
3. Assist in facilitating State VR intake for referred [Medicaid/MH//DD/ID] beneficiaries who miss appointments with VR.
4. Send the referral to the State VR agency with case information needed to determine VR eligibility, which will include an authorization to release information signed by the referred individual, diagnostic information, and functional evaluation signed by the appropriate practitioner. The agency will disclose only information that is required for provision of VR services, particularly supported employment services and extended services.
5. Implement and maintain a referral process to include the following:
	* [Medicaid/MH//DD/ID] contractors to refer individuals who meet referral guidelines for employment to the State VR agency. Individuals will have work goals or interest in working as documented in their Individual Service Plans (ISPs).
	* Refer persons interested in pursuing employment and who previously have not been determined eligible for VR services to the State VR agency prior to receiving [Medicaid/MH//DD/ID] services for supported employment.
	* Require Interdisciplinary Team to work with the individual to complete the State VR Client Referral Sheet and provide other referral and intake information to the State VR agency, including any required release of information, the current ISP, the vocational assessment (if any have been completed), and any other assessment information that may support eligibility determination for State VR services and the development of the Individualized Plan for Employment (IPE).

## SERVICE DELIVERY

1. **Mutual Roles and Responsibilities.** The parties to this AGREEMENT shall:
2. Collaborate to define and clarify boundaries between the VR and [Medicaid State plan, Medicaid Waivered Services, and MH//DD/ID] programs to ensure the complimentary provision of employment services and to ease timely access for [individuals with the most significant disabilities] and work together so that definitions of services related to employment are compatible and understood by providers, including the potential options to braid resources to meet identified individualized needs.
3. Endeavor to fully integrate the party’s respective services so that service delivery is completely seamless by ensuring the smooth transition from the short term (State VR agency funded) to the ongoing, extended services [Medicaid/MH//DD/ID] agency funded or natural supports, when applicable.
4. Share relevant information for the purposes of integrated service delivery to mutual clients, with appropriate signed release from the patient.
5. Attend staffing of mutual clients when required.
6. Work together to define the vocational goals and develop the IPE for supported employment services and the ISP for extended services, and where appropriate supported employment services.
7. Respectively designate a liaison to ensure effective collaboration and seamless development of services.
8. Identify and promote the use of shared partner agency vendors providing quality services related to integrated employment and, to the extent possible, apply to those vendors through Letters of Agreement consistent:
* Service requirements,
* Professional standards applicable to vendor staff,
* Staff training requirements, and
* Performance standards, each as related to integrated employment outcomes.
1. Maximize the services available through the workforce development system with an emphasis on utilization of the American Job Centers (AJCs).
2. **State VR Agency Responsibilities.** The State VR agency shall:
3. Serve all Medicaid/MH//DD/ID beneficiaries who are appropriately referred and who meet VR eligibility criteria, including those with the most significant disabilities, in accordance with the individual’s IPE, and where appropriate, make referrals of eligible clients to a supported employment provider to receive supported employment services, following the completion of an approved IPE.
4. Prior to or at the end of case closure (successful or unsuccessful), coordinate with the [Medicaid/MH//DD/ID] community rehabilitation provider and/or case manager for extended services. The needed supports and services will be reflected in the ISP and the IPE. The closure letter to the individual will be copied to the service provider, case manager and anyone else specified by the person receiving services who needs documentation of VR case closure and has authorized release of such information. The coordination shall include identification of an extended service provider who can deliver ongoing, employment supports (no time limit) following a [Medicaid/MH//DD/ID] beneficiary’s successful VR case closure.
5. Hire dedicated Certified Benefits and Resource Specialists for the purpose of providing SSI/SSDI, Medicaid, Medicare, and other benefits counseling for individuals desiring employment and navigating eligibility for and/or interaction with multiple benefits systems.
6. Identify, support, and/or link to appropriate financial education and/or financial coaching to improve informed financial decision making and advance economic self-sufficiency.
7. Share progress reports with appropriate [Medicaid/MH//DD/ID] service providers.
8. **Medicaid/MH//DD/ID Agency Responsibilities.** The [Medicaid/MH//DD/ID] agency shall:
9. Consistent with an individual’s ISP, require [Medicaid/MH//DD/ID] service providers to integrate employment into [Medicaid/MH//DD/ID] services as part of provider agreement and include all employment-related services in the individual’s ISP.
10. Ensure that when an individual receiving VR services and [Medicaid/MH//DD/ID] services completes the objectives of the VR supported employment portions of the IPE, the individual continues to receive from the [Medicaid/MH//DD/ID] agency providers extended services based on the individual’s person-centered plan and needed to maintain successful employment for the life of the job, [including transportation, personal care, counseling to family members, job skills training, job coaching, and use of natural supports at the worksite].
11. Through participation in one of the State’s [Medicaid waiver programs and/or utilization of Medicaid State plan services or the services provided under the State’s MH//DD/ID program], receive services that support their efforts to obtain competitive integrated employment. These services may include:
* Community Living Supports such as home health aide and homemaker services, individualized home supports, independent living supports, home/environmental accessibility modifications, and personal care.
* Prevocational Services—activities that prepare an individual for paid or unpaid employment in an integrated, community setting. Services may include teaching such concepts as attendance, task completion, problem solving and safety as well as social skills training, improving attention span and developing or improving motor skills.
* Supported Employment—Individual Employment Support are the ongoing supports to participants who, because of their disabilities, need intensive on-going support to obtain and maintain an individual job in competitive or customized employment or self-employment, in an integrated work setting in the general workforce.
* Supported Employment—Small Group Employment Supports are services and training activities provided in regular business, industry, and community settings for groups of two to eight workers with disabilities that is provided in a manner that promotes integration into the workplace and interaction between participants and people without disabilities in those workplaces.
* Career Planning—a person-centered, comprehensive employment planning and support service that provides assistance for Medicaid waiver program participants to obtain, maintain, or advance in competitive employment or self-employment.
* Financial Education and Coaching—Identify, support, and/or link to appropriate financial education and/or financial coaching to improve informed financial decision making and advance economic self-sufficiency.

## FINANCIAL RESPONSIBILITY

1. **Funding Supported Employment Services, Including Customized Employment Services.**
2. **Mutual Responsibilities.** The parties to this AGREEMENT commit to the implementation of complementary programs to assist with the provision of supported employment services and extended services to individuals with the most significant disabilities in the State, including youth with the most significant disabilities, to enable them to achieve an employment outcome of supported employment in competitive integrated employment. This agreement provides mechanisms for collaboration at the State level that will increase opportunities for competitive integrated employment in the State and ensure the smooth transition from supported employment services to extended services, including disseminating effective braided funding models to improve competitive integrated employment options and working together to clarify for providers the relationship and interface of VR funding with [Medicaid/MH//DD/ID] funding for supported employment services and extended services.
3. **State VR Agency Responsibilities.** The State VR agency shall use funds reserved under Title I and Title VI of the Rehabilitation Act to fund the provision of supported employment services to VR clients, including youth with disabilities, and paid directly to the supported employment provider for a period not to exceed 24 months unless a longer period is established in the IPE. Except as provided in the next sentence, funds reserved under Title I and Title VI of the Rehabilitation Act shall not be used to fund extended services. In consultation with the [Medicaid/MH//DD/ID] agency, each year the State VR agency shall specify an amount of funds under Title VI of the Rehabilitation Act for extended services to be provided to youth with the most significant disabilities for a period not to exceed four years or at such time that a youth reaches the age of 25 and no longer meets the definition of youth with a disability under 34 CFR 361.5(c)(58).
4. [**Medicaid/MH//DD/ID] Agency Responsibilities.** In consultation with the State VR agency, the [Medicaid/MH//DD/ID] agency shall authorize and make available funds under applicable Federal and State programs it administers for extended services to clients successfully closed by the State VR agency, to the extent such services are not available under Title VI of the Rehabilitation Act for youth with the most significant disabilities. In addition, the Medicaid/MH//DD/ID] program shall authorize and make available funding for supported employment services that are not available under Title I and Title VI of the Rehabilitation Act. For purposes of this AGREEMENT, the term “not available” includes services:
* Provided during the time from when an individual is referred by the [Medicaid/MH//DD/ID agency] to the State VR agency and when the State VR agency opens the case and begins to provide VR services in accordance with an IPE;
* Provided to individuals determined ineligible for or not satisfying priority status under order of selection; or
* Not available through the State VR agency.
1. **Application of the Comparable Services Provision**

This section of the AGREEMENT specifies the mechanisms for identifying the respective responsibilities of the parties for the provision of VR services, such as physical and mental restoration services and personal assistance services, authorized under Federal regulations [34 CFR…..] and State regulations, including:

* Agency financial responsibility;
* Conditions, terms, and procedures for reimbursement;
* Procedures for resolving interagency disputes, including procedures for securing reimbursement; and
* Procedures for coordination of services to promote the timely delivery of VR services.
1. **Agency Financial Responsibility**
2. **Conditions, Terms and Procedures for Reimbursement**
3. **Procedures for Resolving Disputes**
4. **Procedures for Coordination to Promote Timely Delivery**
5. **Matching**

Each State budget cycle year, the parties to this AGREEMENT shall report on the funding of employment-related services and supports, including supported employment and other employment-related services and extended services, for individuals with disabilities, including youth with disabilities, and make recommendations to the State legislature to achieve statewide access to such services and supports. The report shall recommend a specific re-appropriation of general State funds earmarked for [MH//DD/ID] programs to the State VR agency for the provision of employment- related services and supports, including supported employment services and other VR services, to individuals with disabilities who meet the [MH//DD/ID] eligibility criteria and the VR eligibility criteria. The State VR agency will utilize these State funds to match funding under Title I of the Rehabilitation Act.

## TRAINING AND TECHNICAL ASSISTANCE

The parties to the AGREEMENT shall:

1. Provide training and technical assistance and support as a matter of routine or as requested to consumers, family members, advocates, case managers, VR counselors, service providers, agency staff, other state agency staff and the general public regarding policies, practices, and procedures related to competitive integrated employment, including supported employment and customized employment.

1. Work together to build capacity within community-based agencies to provide quality employment services throughout the State by making available to providers training, technical assistance, and on-site review and consultation.
2. Adopt methods for information exchange, including:
* Sharing of current research findings and exchange of professional literature on an ongoing basis;
* Analyzing the efficacy of projects and disseminated on a regular basis;
* Disseminating effective braided funding models to improve competitive integrated employment options; and
* Distributing professional training opportunities on a regular basis.
1. Collaborate on the provision of ongoing joint staff training or cross training of staff to ensure operational activities continue to meet the needs of the parties involved.
2. Orient staff to assessment tools generally used by the parties to the AGREEMENT. For example, the State VR agency staff will educate the Medicaid/MH//DD/ID agency funded Employment Specialists in the criteria for VR agency funded employment plans. The [Medicaid/MH//DD/ID] Employment Specialist will use that information to develop plans that VR agency counselors can use, should the consumer elect to receive services from the VR agency.
3. Stay current with best practices and promising approaches available to support competitive integrated employment and disseminate that information to providers and consumers. Establish and maintain community of practice website for the purpose of promoting supported employment, customized employment, and other best practices providing employment-related services and supports for individuals with the most significant disabilities. This website will include a listing of all approved supported employment and customized employment service providers, calendar of events, and pertinent information for use by families and advocates of supported employment services customized employment and customized employment.
4. Work together to increase business engagement through best practices and shared resources.

## RELEASE OF INFORMATION/CONFIDENTIALITY OF INFORMATION

1. **Release of Information**

The parties to this AGREEMENT shall:

1. Adopt and implement written policies and procedures regarding the protection, use, and release of all personal information, including photographs and lists of names. Upon receiving the informed written consent of the individual, or if appropriate, the individual’s representative, the parties to this AGREEMENT may release personal information to the other agency in accordance with the written agreementfor its program purposes, only to the extent that the information may be released to the involved individual or the individual’s representative and only to the extent that the other agency demonstrates that the information requested is necessary for its program.
2. Share relevant information for the purposes of integrated service delivery to mutual clients, with appropriate signed release from the individual in accordance with the written agreement.
3. Agree to obtain written consent from the client, provider and/or authorized representative for the release of information to any individual or entity not associated with the administration of the program.

The State VR agency shall:

1. Determine the extent to which medical or psychological information may be harmful to the individual and then determine that such information may be released if the other agency assures the State VR agency that the information will be used only for the purpose for which it is being provided and will not be further released to the individual.
2. Obtain a signed authorization for release of information from each individual being referred by the State VR agency to the Medicaid/MH//DD/ID agency and share only information that is required for provision of employment-related services, particularly customized employment and supported employment services, including extended services.
3. At the time of referral, document whether or not the individual is receiving [Medicaid/MH//DD/ID] services or is on the waiting list and will obtain the release of information forms—one from the Medicaid/MH//DD/ID agency and another from the State VR agency.

The State [Medicaid/MH//DD/ID] agency shall:

1. With a signed release from the beneficiary, provide any available records relevant to determining eligibility for VR services, upon request.
2. Obtain a signed authorization for release of information from each individual referred to the State VR agency for services and share pertinent information with the State VR agency counselor but will not disclose information that is not required for provision of VR services, particularly customized employment and supported employment services including extended support services.
3. **Confidentiality of Informaiton**

The parties to this AGREEMENT shall:

1. Cooperate and collaborate in all respects in the performance of this AGREEMENT, including sharing individual and service provider information. To the extent that any of such information is confidential pursuant to any Federal or State statute or regulation, the party receiving that information shall ensure its continued confidentiality and use of such information only for the purposes set forth in this agreement.
2. Protect confidential information and records and shall not release any confidential information or records to any other third party without the express written authorization of the client. Both parties shall comply with State and Federal rules, regulations, and laws protecting the confidentiality of information.

The State VR agency shall comply with Federal regulations regarding confidentiality and State law. In addition, VR Counselors are expected to perform in compliance with the Certified Rehabilitation Counselor Commission Professional Code of Ethics for Rehabilitation Counselors.

The Medicaid/MH//DD/ID agency is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Privacy Rule 45 CFR parts 160 and 164 and is required to follow Federal regulations on Confidentiality of Alcohol and Drug Abuse Patient Records at 42 CFR part 2, as well as State law…The Medicaid/MH//DD/ID agency will comply with these confidentiality requirements as applicable to records and information that is uses or maintains in connection with this agreement.

## ACCOUNTABILITY/MONITORING/REPORTING

The parties to this AGREEMENT shall:

1. Identify and agree to data collection, outcome measures, evaluation criteria and reporting procedures.
2. Identify and agree on targeted employment outcomes for each State fiscal year, which will include the number of referrals and job start-ups.
3. Exchange information to monitor and prevent potential duplication of funding of providers of services.
4. Continue to work with each other to establish and maintain consistency of credentialing standards for staff providing direct employment support and service providers.
5. Identify and implement methods to assess and provide information on the performance of service providers to individuals with disabilities and their families so that they can make informed choices regarding the selection of service providers.
6. Maintain specific liaison staff with statewide responsibility for monitoring and implementing this agreement, including facilitating employment for individuals with the most significant disabilities, training appropriate staff and share relevant information, and maintaining relationships with service providers in order to achieve the annual targeted employment outcomes.
7. Provide quarterly participant/client reports to the parties to this AGREEMENT. The report will capture detailed information pertaining to: client identifier, type of employment services provided, number of individuals served, service outcomes, service reimbursement rates, hire date, employer name and location, wages and hours worked and other information pertinent to demonstrate the effectiveness and benefit of the collaboration. The report will also capture detailed information on improved educational outcomes, including industry accepted credentials and certifications as well as improved economic status and financial health of each individual.
8. Comply, if applicable, with auditing requirements under Federal and State laws to the extent one party transfer funds to the other party to this AGREEMENT.

## RESOLUTION OF CONFLICT/ENFORCEMENT

The State VR agency and [Medicaid/MH//DD/ID] agency staff designated as key contact for each respective agency will be responsible for monitoring and evaluating the implementation of the practices and procedures described in the MOU. It is expected that these individuals will gather information and propose solutions to problems encountered in the implementation of the MOU. If a solution cannot be reached, or if the solution needs administrative or financial resources beyond the scope of their responsibility, the matter will be referred to the Director of the [Medicaid/MH//DD/ID] agency and the Director of the State VR agency for resolution.

This AGREEMENT recognizes that each party has its own administrative mechanisms for the timely resolution of internal disputes and that each party and its respective staff has specific responsibilities and operating procedures governed by applicable Federal and State laws, rules, and policies. Further, this agreement shall not be interpreted to limit, supersede, or otherwise affect either party’s normal operations or decisions in carrying out its mission.

## LENGTH AND TERMINATION OF AGREEMENT

This AGREEMENT shall take effect upon the date of the last signature affixed hereto and will remain in effect for a period of […] years. This agreement may be amended or superseded in writing by the mutual consent of the authorized representatives of each agency. This AGREEMENT may be terminated by either party for any reason upon [30 days] written notification transmitted to the agency point of contact. The [30 days] will begin on the date the notification is transmitted electronically, or [5 days] following the postmark date, if notification is mailed.

If any provision of the agreement is held invalid, the remainder of the agreement shall remain in full force and effect, so long as the purpose of the agreement can be continued.

## SCOPE OF AUTHORITY/APPLICABLE POLICIES

Each party to this AGREEMENT is governed solely by its Federal, State, and local statutory, regulatory, and programmatic authority. By signing the Agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations or guidelines.

The State VR agency is established and governed pursuant to the Rehabilitation Act, as amended and the implementing regulations, as amended [34 CFR parts 361 and 363] and under the laws of the State of [………] The regulations implementing the Rehabilitation Act applicable to cooperative agreements include:

* §361.24. Cooperation and coordination with other entities.
* §361. 27. Shared funding and administration of joint programs.
* §361.38. Protection, use, and release of personal information.
* §361.53. Comparable services and benefits.
* §363.4. What are the authorized activities under the State Supported Employment Services program?
* §363.11. What are the vocational rehabilitation services portion of the Unified or Combined State plan supplement requirements?
* §363.50. What collaborative agreements must the State develop?
* §363.53 What requirements must a designated State unit meet for the transition of an individual to extended services?

The [Medicaid/MH//DD/ID] agency is established and governed by…………………

## DEFINITIONS

**Competitive integrated employment****. [34 CFR §361.5(c)(9); §361.5(c)(32)]** The term “competitive integrated employment” means work that—

1. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that—
2. Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act or the rate required under the applicable State or local minimum wage law for the place of employment;
3. Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
4. In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
5. Is eligible for the level of benefits provided to other employees; and
6. Is at a location—
7. Typically found in the community; and
8. Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and
9. Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

**Customized Employment. [34 CFR §361.5(c)(11)]** The tern “customized employment” means

competitive, integrated employment for an individual with a significant disability that is based on: an individualized determination of the unique strengths, needs, and interests of the individual with a significant disability; is designed to meet the specific abilities of the individual with a significant disability and the business needs of the employer; and is carried out through flexible strategies, such as:

1. Job exploration by the individual; and
2. Working with an employer to facilitate placement including:
	* Customizing a job description based on current employer needs or on previously unidentified and unmet employer needs;
	* Developing a set of job duties, a work schedule and job arrangement, and specifics of supervision (including performance evaluation and review), and determining a job location;
	* Using a professional representative chosen by the individual, or if elected self-representation, to work with an employer to

facilitate placement; and

* + Providing services and supports at the job location.

**Extended Services. [34 CFR §361.5(c)(19)]** The term “extended services” means ongoing support services and other appropriate services that are-–

(i) Needed to support and maintain an individual with a most significant disability including a youth with a most significant disability, in supported employment;

(ii) Organized or made available, singly or in combination, in such a way as to assist an eligible individual in maintaining supported employment;

(iii) Based on the needs of an eligible individual, as specified in an individualized plan for employment;

(iv) Provided by a State agency, a private nonprofit organization, employer, or any other appropriate resource, after an individual has made the transition from support from the designated State unit; and

(v) Provided to a youth with a most significant disability by the designated State unit in accordance with requirements set forth in this part and part 363 for a period not to exceed four years, or at such time that a youth reaches age 25 and no longer meets the definition of a youth with a disability under 34 CFR 361.5(c)(58), whichever occurs first. The designated State unit may not provide extended services to an individual with a most significant disability who is not a youth with a most significant disability.

**Financial Literacy. [20 CFR §681.500]** The term financial literacy education program element may include activities which:

(a) Support the ability of participants to create budgets, initiate checking and savings accounts at banks, and make informed financial decisions;

(b) Support participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards;

(c) Teach participants about the significance of credit reports and credit scores; what their rights are regarding their credit and financial information; how to determine the accuracy of a credit report and how to correct inaccuracies; and how to improve or maintain good credit;

(d) Support a participant’s ability to understand, evaluate, and compare financial products, services, and opportunities and to make informed financial decisions;

(e) Educate participants about identity theft, ways to protect themselves from identify theft, and how to resolve cases of identity theft and in other ways understand their rights and protections related to personal identity and financial data;

(f) Support activities that address the particular financial literacy needs of non-English speakers, including providing the support through the development and distribution of multilingual financial literacy and education materials;

(g) Support activities that address the particular financial literacy needs of youth with disabilities, including connecting them to benefits planning and work incentives counseling;

(h) Provide financial education that is age appropriate, timely, and provides opportunities to put lessons into practice, such as by access to safe and affordable financial products that enable money management and savings; and

(i) Implement other approaches to help participants gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality, age-appropriate, and relevant strategies and channels, including, where possible, timely and customized information, guidance, tools, and instruction.

**Supported Employment [34 CFR §361.5(c)(53)]** The term “supported employment” means

(i) competitive integrated employment, including customized employment, or employment in an integrated work setting in which an individual with a most significant disability, including a youth with a most significant disability, is working on a short-term basis toward competitive integrated employment that is individualized, and customized, consistent with the unique strengths, abilities, interests, and informed choice of the individual, including with ongoing support services for individuals with the most significant disabilities—

(A) For whom competitive integrated employment has not historically occurred, or for whom competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and

(B) Who, because of the nature and severity of their disabilities, need intensive supported employment services and extended services after the transition from support provided by the designated State unit, in order to perform this work.

(ii) For purposes of this part, an individual with a most significant disability, whose supported employment in an integrated setting does not satisfy the criteria of competitive integrated employment, as defined in paragraph (c)(9) of this section is considered to be working on a short-term basis toward competitive integrated employment so long as the individual can reasonably anticipate achieving competitive integrated employment—

(A) Within six months of achieving a supported employment outcome; or

(B) In limited circumstances, within a period not to exceed 12 months from the achievement of the supported employment outcome, if a longer period is necessary based on the needs of the individual, and the individual has demonstrated progress toward competitive earnings based on information contained in the service record.

**Supported employment services. [34 CFR §361.5(c)(54)]**  The term “supported employment services” means ongoing support services, including customized employment, and other appropriate services needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment that are—

(i) Organized and made available, singly or in combination, in such a way as to assist an eligible individual to achieve competitive integrated employment;

(ii) Based on a determination of the needs of an eligible individual, as specified in an individualized plan for employment;

(iii) Provided by the designated State unit for a period of time not to exceed 24 months, unless under special circumstances the eligible individual and the rehabilitation counselor jointly agree to extend the time to achieve the employment outcome identified in the individualized plan for employment; and

(iv) Following transition, as post-employment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment.