DVR Standards for Community Rehabilitation Providers

State of Alaska / Division of Vocational Rehabilitation

1) Overview

a. Applicable Standards

The Division of Vocational Rehabilitation (DVR) may purchase certain vocational rehabilitation services from Community Rehabilitation Providers (CRPs). Services are purchased through DVR client services authorizations, following state and federal procurement procedures. DVR purchases services only from those providers that are in compliance with the appropriate standards in this document. Each provider is required to undergo an approval process, and periodic monitoring to assure continued compliance with these standards. These standards apply only to those services defined in this document.

b. Exceptions to Standards

The VR Counselor, the Rehabilitation Manager, or the CRP Specialist may propose exceptions to any of these standards to the Director of DVR or her/his designee, prior to being included in the amended agreement with the CRP. The DVR Director or her/his designee is the final approval authority for any exceptions to standards. The request for the exceptions should be appropriate, well documented and expected to result in improved services to the consumers being served.

2) Non-Discrimination

Federal laws and regulations protect the interests of certain groups. Below are brief summaries of the principal laws and regulations that place responsibilities on providers. Providers are expected to be in compliance with these laws and regulations.

a. Rehabilitation Act of 1973, as amended

This law and its implementing regulations apply to all organizations that receive federal funds.

Section 504 of the Act provides that no otherwise qualified individual with a disability shall, solely by reason of disability, be excluded from participation, be denied benefits, or be subjected to discrimination under any program or activity that receives federal financial assistance.

Section 504's overall goal is to eliminate discrimination based on disabling conditions. It covers any recipient of federal aid. That recipient must eliminate discrimination in employment practices, as well as in the manner in which programs are conducted. The federal regulations implementing Section 504, as set forth in 34 CFR 104, apply to each recipient of federal financial assistance from the US Department of Education and to each program or activity that receives or benefits from such assistance. The regulations cover employment practices and program accessibility.

Section 101 (A)(6) of the Act provides that any state agency or CRP that receives assistance under the Rehabilitation Act of 1973 must take affirmative action to employ, and advance in employment, qualified individuals with disabilities.

b. Title VI, Civil Rights Act of 1964
Title VI of the Civil Rights Act of 1964 (P.L. 88.352) provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination under any program or activity that receives federal financial assistance.

c. Americans with Disabilities Act (1990)
The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. 12101-12213, Public Law 101-336, requires that all government agencies, including the DVR , purchase goods and services only from third-party providers that comply with the intent and language of the ADA.

d. Architectural Barriers Act of 1968
The Architectural Barriers Act (ABA) of 1968, Public Law 90-480, 82 Stat. 718 (Aug. 12, 1968), requires that facilities designed, built, altered, or leased with funds supplied by the US Federal Government be accessible to the public. The ABA marks one of the first efforts to ensure that certain federally funded buildings and facilities are designed and constructed to be accessible to people with disabilities. Facilities that predate the law generally are not covered, but alterations or leases undertaken after the law took effect can trigger coverage.

34 CFR § 361.51 requires that any facility used in connection with the delivery of VR services meet the ABA requirements.

3) Services and Staff

a. Adding Services or Changing Service Locations
The CRP agreement must list the physical location(s) and the services which have been determined to be in compliance with these standards. The CRP must notify DVR in writing at least 30 days in advance of any changes in location or the overall program. Requests to change services must be made in writing. The CRP Specialist will determine if the changes are in compliance with the relevant standards. A revised approval letter must be issued prior to the initiation of the changes.

b. Change of CRP Staff
Within 30 days, the CRP must inform the CRP Specialist when new staff is hired. The CRP must submit a completed background check, staff information form and gain approval from the CRP Specialist prior to new staff serving DVR clients.

4) <u>Guidelines for Providing Services</u>

DVR will:

a. <u>Introduce the CRP to the consumer</u>;
b. <u>Provide the CRP appropriate consumer information which may include</u>:
   i. Referral letter;
   ii. Referral questions;
   iii. Statement of disability;
   iv. Description of barriers to employment and other relevant life complexities;
   v. Description of consumers support system; and
   vi. Vocational goal, if identified.

The VR Counselor and consumer will determine the reason for referral, specific areas to be evaluated, questions to be addressed, and/or goals and objectives as well as the dates of services. For initial referrals, this information will be provided in writing to the CRP.

The CRP will provide the identified services within the time frame specified on DVR's authorization. It is the CRP's responsibility to notify the VR Counselor prior to the authorization's ending date of service as to the need for additional services. Additional hours may be authorized by the VR Counselor.

The CRP will provide DVR with a written report on the consumer's progress within 30 days of the CRP initiating services. If the services extend beyond 30 days, progress reports will be submitted on a monthly basis. The type of service will determine the type of style for the report submitted.

The CRP will, within 30 days of initiating services, send an itemized original invoice to DVR. All invoices must be accompanied with a written report.

5) <u>Procurement Standards</u>

DVR policies ensure that the provision of goods and services is in accordance with the Individual Plan for Employment (IPE), jointly developed with the consumer.

DVR provides each consumer the opportunity to make informed choices among providers of goods and services.

DVR agrees to pay the CRP for authorized services that are completed.

The CRP agrees to communicate and acknowledge that any services or activities delivered to an employer, client or other entity that utilizes a fee-for-service are authorized, directed and paid for by the Division.

Community Rehabilitation Programs Procurement Process:

a. <u>Procurement Document</u>
   The procurement document used to purchase all services for DVR participants is the Authorization for Purchase (AFP). The AFP is an agreement with a vendor for goods or services to be provided on behalf of a DVR participant and is issued in advance of the service. Only DVR staff with delegated procurement authority may authorize AFPs. In emergency situations, a VRC may verbally authorize services. When this occurs, the AFP must be issued within three days of the verbal obligation.

b. Dates

Date parameters for AFPs are tied to both the state and federal fiscal years. Dealing with two different fiscal years can be confusing at times. The state fiscal year runs from July 1st to June 30th and the federal year from October 1st to September 30th. Dates are important because both the state and federal funding are date dependent.

AFP date rules:

i) The dates of service on the invoice must fall within the dates on the AFP.
ii) AFP dates cannot cross state fiscal years (July 1 – June 30). This means that the beginning and ending dates of service on the AFP must be in the same state fiscal year.
iii) AFPs issued to CRPs during the first quarter (July – September), must be completed by September 30. If services are not completed by September 30, DVR will issue an additional AFP if needed.

DVR staff will work with CRPs to ensure invoices and reports are received in a timely manner during these periods.

c. Service Units and Description

A description of services is required on the AFP. The description should provide enough detail that both the CRP and the accounting staff can understand what services are being procured. The number of hours should also be delineated.

d. Invoices

Invoices should be an original and on the CRP's letterhead or pre-printed form. Invoices not issued on pre-printed forms or a CRP's letterhead must be signed by the CRP. Invoices should be accompanied by a written report.

Alaska Administrative Regulations requires DVR to pay from invoices, not statements. Statements typically reference an invoice that was sent out previously. Some invoices will say statement, but contain invoice information and are acceptable to use.

All invoices must contain the following information:

i) AFP number.
ii) An itemized description of the goods or services provided. The service on the invoice should match the service on the AFP.
iii) Prices for each item or increment of service.
iv) Extended prices.
v) The CRP's valid taxpayer identification number.
vi) The VR participant's name.
vii) Dates of service. The dates of service on the invoice must fall within the beginning and ending dates of dates of service on the AFP.

DVR staff cannot alter any information on an invoice. If an invoice is in error, DVR staff will either obtain a new invoice from the CRP or have the CRP come into the DVR office to make the corrections on the invoice. If a CRP makes any hand written corrections, they must sign and date the invoice.

e. Paying AFPs

AFPs will be paid through DVR's case management system and sent to Central Office (CO) for processing within three (3) working days of receipt in the DVR field office. Before processing the bill for payment, DVR staff verifies that services were provided. Examples of verification include reports, receipts or invoices depending upon the type of service that was purchased.

DVR is further required by AS 37.05.285 to pay vendors within 30 days after receipt of a proper billing unless there are unusual circumstances. An example of an unusual circumstance could include getting an invoice from a CRP with no report. That type of situation could warrant the field office holding the invoice until the report is received.

All invoices must be date stamped upon receipt (which starts the 30 day payment clock). No matter how the invoices are sent, i.e. mailed, faxed, emailed, hand carried, they are required to be date stamped. If there is no date stamp, the 30 day payment requirement starts with the invoice date.

6) Organization and Administration

The CRP must be in compliance with applicable federal, state and local laws, regulations and ordinances related to the operation, staffing, physical facilities and activities, or to have an acceptable plan for compliance. The CRP must maintain appropriate licenses, procedures and registrations to do business within Alaska and local governmental jurisdictions.

a. Legally Constituted Entity

A provider must be a legally constituted entity under the appropriate federal, state, or local statute. The following are acceptable:

i. Sole proprietorship;
ii. Partnership; and
iii. Corporation

b. Indemnification

The CRP shall indemnify, save harmless and defend the state, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the CRP, subcontractor or anyone directly or indirectly employed by them in the performance of this agreement.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the CRP's performance of this agreement which are caused by the joint negligence of the state and CRP shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the state must be a direct result of active involvement by the state.

c. Insurance

Without limiting the CRP's indemnification, it is agreed that the CRP shall purchase the following policies of insurance at its own expense and maintain in force at all times during the performance of services under this agreement. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CRP's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

i. Workers' Compensation Insurance shall be provided and maintained, for all employees of the CRP engaged in work under this agreement, Workers' Compensation Insurance as required by AS 23.30.045. The CRP shall be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than $100,000 per person, $100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Act) must also be included. The CRP is not responsible for coverage of consumers who are provided services under this agreement.

ii. Comprehensive (Commercial) General Liability Insurance with coverage limits not less than $300,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent service providers, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

iii. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than $100,000 per person/$300,000 per occurrence of bodily injury and $50,000 property damage.

iv. Professional Liability Insurance covering all errors, omissions or negligent acts in the performance of professional services under this agreement.

d. Wage Exemption Certificate

When wages paid are less than the statutory minimum, the provider must have a Wage Exemption Certificate (WH-228) from the U.S. Department of Labor.

Section 511 of the Workforce Innovation and Opportunity Act, (WIOA) establishes limitations on the use of subminimum wage. CRPs and employers are not permitted to compensate individuals at a wage that is less than the Federal minimum wage unless the conditions established through WIOA are met. For guidance refer to: http://www.gpo.gov/fdsys/pkg/FR-2015-04-16/pdf/2015-05538.pdf.

https://www.federalregister.gov/articles/2015/04/16/2015-05538/state-vocational-rehabilitation-services-program-state-supported-employment-services-program#h-16.

7. Staff

a. Qualifications

The CRP has procedures in place to ensure that staff hired to work with consumers are qualified to perform their assigned jobs. The CRP insures that all staff understands non-discrimination policies, respect for human rights, ethical considerations, the confidentiality of consumer information and the importance of consumer choice.

DVR must have a CRP Staff Information Form for all personnel providing direct services to DVR consumers. DVR's CRP Specialist must receive a completed Staff Information form within 30 days of newly hired direct service personnel.

b. Background Check

Each individual who may have unsupervised access to DVR consumers must complete a fingerprint identification background check. This includes all paid staff volunteers, interns or board members. Unsupervised access means that the individual will or may be left alone with a DVR consumer for any length of time.

The background check utilizes Alaska Criminal Justice Information and is conducted by the Alaska Department of Public Safety and is authorized under Alaska Statute (AS) 12.62.160. The form for requesting the background check is available at: http://www.dps.state.ak.us/Statewide/background/ or at a State Department of Public Safety office. Background checks completed by the Department of Health and Social Services or the FBI will also suffice.

The results of the background check must be submitted with the CRP Staff Information form at the time of application. DVR's CRP Specialist must receive a background on new personnel within 30 days of being hired.

c. Ethics

All CRPs must comply with the State Ethics Law and the CRP Code of Ethics. Additional information on ethics may be found at:

http://law.alaska.gov/doclibrary/ethics.html.

d. Confidentiality of Consumer Information

All staff must maintain confidentiality of consumer information to protect the integrity and dignity of each individual. The provider must take appropriate action to provide physical safeguards for confidential records and ensure they are available only to authorized staff members.

The CRP must obtain written approval from both DVR and the consumer prior to releasing confidential information. This applies to personal consumer data that is supplied by DVR to the CRP and collected by the CRP as a part of the service paid by DVR. However, non-personal consumer information may be disclosed to an accreditation organization for management purposes without prior written approval.

e. Qualified Drivers
The CRP must ensure that employees who transport consumers have the appropriate driver's license, appropriate liability insurance and a good driving record. Verification of appropriate automobile insurance must be submitted to the CRP Specialist.

f. Affirmative Action
Per 34 CFR § 361.51, the CRP will take affirmative action to employ and advance in employment qualified individuals with disabilities.

g. Communication
The CRP must be able to communicate in the native language of DVR consumers who have limited English speaking ability.

8. Consumers

The provider must observe policies and procedures that protect consumers and consumer's interests.

a. Termination from Program
Every effort should be made to inform the DVR Counselor before termination of services to a consumer. When the counselor cannot be informed before termination, the counselor must be informed within one working day after termination.

Some reasons for termination are:

i. behaviors dangerous to self or others,
ii. serious infraction of the provider's rules,
iii. frequent unexcused absenteeism,
iv. frequent unexcused tardiness, or
v. lack of cooperation on assigned tasks.

b. Substance Abuse
Any observations or other evidence of use of alcohol or drugs by a DVR consumer with the disability of substance abuse must be reported immediately to the DVR counselor.

c. Wages
Section 511 of the Workforce Innovation and Opportunity Act, (WIOA) establishes limitations on the use of subminimum wage. CRPs and employers are not permitted to compensate individuals at a wage that is less than the Federal minimum wage unless the conditions established through WIOA are met. For guidance refer to: http://www.gpo.gov/fdsys/pkg/FR-2015-04-16/pdf/2015-05538.pdf.

https://www.federalregister.gov/articles/2015/04/16/2015-05538/state-vocational-rehabilitation-services-program-state-supported-employment-services-program#h-16.

9. Program Evaluation

DVR's CRP Specialist continuously monitors services provided to DVR consumers as part of DVR's case review process through interviews of VR counselors and CRPs and review of DVR case records. Included in the evaluation are:

a. the extent to which the CRP adequately addresses the questions asked by the referring counselor and consumer;
b. the completeness and adequacy of the written reports of services that outline the consumer's progress, realistic recommendations for counselor planning and subsequent service and/or employment;
c. the timely submission of all reports and invoices;
d. consumer satisfaction; and
e. the outcome of services.

DVR staff may review the CRPs' records that are relevant to the services provided to consumers under the terms of the CRP's Agreement. DVR must give the CRP two week's written notice of its intent to examine records.

The results of these reviews will be shared with the CRPs to ensure the needs of DVR consumers are being met and to improve services to consumers.

DVR maintains regional and statewide listings of CRPs that include a description of the services offered, fees for services, duration of services provided, the number of consumers served, and staff qualifications. This information is available to all consumers in order for the consumers to participate in making an informed choice.

10. Environmental Standards for CRPs Offering Work Opportunities

These standards apply to those CRPs operating a program in which work is provided.

a. Accessibility

All services purchased by DVR for its consumers must be provided in an accessible manner. Each CRP subject to these standards will provide the results of a self- evaluation along with a written explanation, if necessary, of how its services will be provided in an accessible manner prior to being approved to provide services to DVR consumers for the first time, prior to the renewal of their agreement, or prior to being approved to provide services at a new address.

A self-evaluation instrument is available at: http://adachecklist.org/.

b. Safety Program Description

Each provider must have a plan that ensures continuing attention to the safety and health of the staff, the consumers and the visiting public. The plan must include:

i. fire drills;
ii. emergency evacuation procedures;
iii. procedures for obtaining emergency medical services from a doctor, hospital, or emergency medical service unit; and
iv. special procedures for consumers with disabilities that require particular attention or action, including those whose behavior may be detrimental to the health, safety or successful program achievement by themselves or others.

Each provider must have an incident reporting system in place. The minimum information required on the incident report form must include:

i. date, time, and place of incident,
ii. nature of incident,
iii. names of DVR consumers, witnesses or others involved,
iv. name of person making the report,
v. description of incident, and
vi. actions taken and planned by provider as a result of incident.

Upon request, copies of incident reports pertinent to DVR consumers must be made available to DVR staff.

The following incidents must be reported to the referring DVR Counselor by close of business the next working day:

i. emergency medical services,
ii. emergency room treatment,
iii. hospitalization, or
iv. death.

c. Building Occupancy Codes

Environmental safety must comply with local building occupancy codes. CRPs must provide documentation of compliance to the CRP Specialist at the time of the original approval and whenever the physical plant location changes. Renters should contact their landlord to obtain such documentation.

d. Local Fire Code

Each CRP must comply with the local fire code and provide a copy of the appropriate certificate of compliance to DVR. Providers who rent must contact their landlords for appropriate documentation. In the absence of a local code, an inspection by the fire marshal having jurisdiction may be required.