

INTERAGENCY MEMORANDUM OF AGREEMENT BETWEEN THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT-DIVISION OF VOCATIONAL REHABILITATION AND THE DEPARTMENT OF HEALTH SERVICES-DIVISION OF MEDICAID SERVICES

I. PARTIES TO MOA

This Interagency Memorandum of Agreement ("MOA") is entered into by the Department of Workforce Development (DWD)-Division of Vocational Rehabilitation (DVR) and the Department of Health Services (DHS)-Division of Medicaid Services (DMS). DWD-DVR is the Designated State Agency responsible for administering the vocational rehabilitation program under Title I of the Rehabilitation Act (29 U.S.C. 701 et seq.). DHS-DMS is the State Medicaid Agency responsible for administering the Medicaid program under title XIX of the Social Security Act (42 U.S.C. 1396 et seq.), including the home and community-based services (HCBS) waivers, and having primary responsibility for providing community-based services and supports for individuals with developmental disabilities.

DWD-DVR is a federal/state program designed to obtain, maintain, and advance employment for people with disabilities by working with DVR consumers (including students and youth with disabilities), employers, and other partners. Federal regulations govern much of this work.

DHS-DMS administers Medicaid-funded home and community-based waiver programs, including Family Care, Family Care Partnership, IRIS (Include, Respect, I Self-Direct), and the Children's Long-Term Support Waiver Program. DMS contracts with entities, such as Managed Care Organizations (MCOs), IRIS Consulting Agencies (ICAs), and County Waiver Agencies (CWAs) to operate these Medicaid waiver programs. Throughout this document, they are referred to as State Medicaid contracted entities. For more information about these programs, please visit: <https://www.dhs.wisconsin.gov/hcbs/index.htm>.

II. SHARED VISION

DWD-DVR and DHS-DMS have a shared vision of providing services that support the goals of our common customers to obtain and maintain competitive integrated employment. Through collaboration, cooperation, and communication, DWD-DVR and DHS-DMS will continue to develop services that are person-centered, seamless, efficient, and effective.

III. PURPOSE AND AUTHORITY

A. Purpose

The purpose of this MOA is to establish the terms and conditions that will guide the partnership between these agencies and strengthen the collaborative framework aimed at

developing, expanding, and improving competitive integrated employment opportunities for individuals with disabilities, including individuals with the most significant disabilities by:

1. Articulating a shared vision;
2. Outlining the collaborative working relationship regarding interagency planning and policy development, training and technical assistance, program operations, release of information, financial responsibility, accountability, and data sharing;
3. Providing for the exchange of information regarding common customers serviced by the agencies; and
4. Adopting mechanisms for resolving conflicts between agencies regarding the implementation of the terms and conditions of the MOA.

B. Authority

Pursuant to 34 CFR § 361.24(f), DWD-DVR, as the Designated State Agency, is required to enter into a formal cooperation agreement with the state agency responsible for administering the State Medicaid Plan. The agreement must describe the interagency cooperation with the state agency responsible for administering the State Medicaid plan and the state agency with the primary responsibility for providing services and supports for individuals with developmental disabilities. Under the Workforce Innovation and Opportunity Act ("WIOA"), the Designated State Agency (DWD-DVR) has an increased responsibility for providing transition services to students and youth with disabilities. WIOA also defines responsibilities for DWD-DVR with specified timelines to provide supported employment services to students, youth, and adults with significant disabilities.

C. Applicable Provisions

DWD-DVR 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 State of Wisconsin law. The regulations implementing the Rehabilitation Act applicable to cooperative agreements include:

1. §361.24. Cooperation and coordination with other entities.
2. §361.27. Shared funding and administration of joint programs.
3. §361.38. Protection, use, and release of personal information.
4. §361.53. Comparable services and benefits.
5. §363.4. What are the authorized activities under the State Supported Employment Services program?
6. §363.11. What are the vocational rehabilitation services portion of the Unified or Combined State plan supplement requirements?
7. §363.50. What collaborative agreements must the State develop?
8. §363.53. What requirements must a designated State unit meet for the transition of an individual to extended services?

The State Medicaid agency is established and governed pursuant to the Social Security Act, Title XIX, and has duties and powers under Wis. Stat. Chapters 46 and 49.

IV. INTERAGENCY PLANNING AND POLICY DEVELOPMENT

Consistent with the purpose and shared vision of the MOA, the parties agree to:

1. Engage in periodic strategic planning, troubleshooting, consultation, and technical assistance to ensure successful implementation of this agreement, including: identification of benchmarks, systems development, coordination of services, maximization of resources, quality assurance, and stakeholder involvement.
2. Establish a working group which shall meet at least quarterly, to discuss policy and procedural issues relative to customer flow, program services, financing, best practices, and information exchange.
3. Identify a point of contact for each agency to coordinate joint efforts in the areas of, among other things, communication, quality assurance, training, service coordination, and policies and procedures.
4. Maintain active representation on the working groups established by the respective parties to the MOA 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 MOA 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 WIOA, and any implementing regulations.

V. TRAINING AND TECHNICAL ASSISTANCE

Mutual Roles and Responsibilities. The parties to this MOA shall:

1. Provide or arrange training, technical assistance, and support as a matter of routine or as requested to individuals, family members, legal decision makers, advocates, case managers, VR counselors, service providers, agency staff, partners, and the public regarding competitive integrated employment practices, procedures, and policies, including supported employment and customized employment services.
2. Work together to build capacity within community-based agencies to provide quality employment services throughout Wisconsin by offering training, technical assistance, on-site reviews, and consultation. Adopt methods for information exchange, including:
 - a. Sharing current research findings and exchanging professional literature on an ongoing basis;
 - b. Analyzing the efficacy of projects and disseminating on a regular basis;
 - c. Distributing professional training opportunities on a regular basis.

3. Collaborate to provide ongoing joint staff training or cross training to ensure operational activities continue to meet the needs of the parties involved.
4. Identify and train staff on assessment tools generally used by both MOA parties.
5. Once the MOA is fully executed, continue to meet and work collaboratively for the improvement and continuation of competitive integrated employment services for common customers.
6. Work together to increase business engagement through best practices and shared resources.

VI. PROGRAM OPERATIONS

Mutual Roles and Responsibilities. The parties to this MOA shall:

1. Sustain standardized procedures for referral to initiate services between parties to the MOA.
2. To the extent possible, follow the common customer's choice regarding employment services, such as type of service requested and who will provide the service.

Designated State Agency Responsibilities. DWD-DVR shall:

1. 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 implement Federal and State regulations.
2. Receive, accept, and process referrals for Medicaid Home and Community-Based Waiver Services beneficiaries with disabilities, including students and youth with disabilities ages 14 to 21 seeking pre-employment transition services, and determine eligibility for VR services in accordance with Federal and State regulations. Document if the individual is receiving Medicaid Home and Community-Based Waiver Services at the time of referral and obtain release of information forms from each party including signatures of the person and their guardians, and receive consent and agreement from legal decision makers.

State Medicaid Agency Responsibilities. DHS-DMS shall:

1. Maintain contracts or agreements with entities operating Medicaid Home and Community Based Waiver programs that include information on processes and services related to eligibility, referrals and customer flow.
2. Ensure entities operating Medicaid Home and Community-Based Waiver programs will:
 - a. Refer waiver participants with disabilities who have expressed an interest in seeking competitive integrated employment, including students and youth with disabilities ages 14 to 21, to DWD-DVR.
 - b. Encourage State Medicaid contracted entities and contracted providers to actively engage waiver participants in conversations about employment goals.

- c. Assist DWD-DVR with the intake process for referred waiver participants for appointments with DWD-DVR.
- d. Send the referral to DWD-DVR with information needed to determine VR eligibility which will include a signed release from the waiver participant, parent/guardian, or legal decision maker.
- e. Upon request, provide DWD-DVR any available records relevant to determining eligibility for VR services.
- f. Work with DWD-DVR to maintain and continuously improve a successful referral process to DWD-DVR.

VII. SERVICE DELIVERY

Mutual Roles and Responsibilities. The parties to this MOA shall:

1. Collaborate to define and clarify boundaries between DWD-DVR and the State Medicaid agency to ensure the complimentary provision of employment services and to ensure timely access for individuals with the most significant disabilities.
2. 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 parties' respective services so that service delivery is completely seamless by ensuring the smooth transition from the short term (DWD-DVR) to ongoing, long-term support services (DHS-DMS) or natural supports, when applicable.
4. Share relevant information for the purposes of integrated service delivery to common customers, with appropriate signed release from the person.
5. Work together to support common customers to define their vocational goals and develop the Individualized Plan for Employment (IPE) for supported employment services and the Member Centered Plan (MCP), Individual Support and Service Plan (ISSP), or Individual Service Plan (ISP).
6. Respect the desires of common customers when selecting options for employment.
7. Each common customer served in Supported Employment (SE) will have a team of individuals to provide information and support during employment. The SE team will designate a liaison (from members of the SE team) to ensure effective collaboration and development of seamless services.
8. Identify and promote the use of shared vocational partner providers delivering quality competitive integrated employment services.
9. Maximize the services available through the workforce development system with an emphasis on using the American Job Center Network.

Designated State Agency Responsibilities. DWD-DVR shall:

1. Make available pre-employment transition services to any potentially eligible or eligible student or youth with a disability ages 14 to 21 made known to DWD-DVR.
2. Serve all common customers who are referred and meet VR eligibility criteria in accordance with the individual's IPE.
3. Following the completion of an approved IPE, refer eligible individuals to supported employment services as appropriate.
4. Before and following case closure (successful or unsuccessful), with assistance from DWD-DVR, the service provider shall coordinate with the common customer and the State Medicaid contracted entity to identify needed long-term support services. Needed supports and services will be reflected in the individual's MCP, ISSP, or ISP and the IPE. The closure letter sent to the individual will be shared with the service provider, case manager, and anyone else specified by the person receiving services who needs VR case closure documentation and has an authorized release for such information. The coordination shall include identification of a long-term support service provider who can deliver ongoing employment supports following a home and community-based program beneficiary's successful VR case closure.
5. Maintain a cadre of Certified Benefits and Resource Specialists to provide common customers who desire employment counseling on SSI/SSDI, Medicaid, Medicare, and other benefits and assistance in navigating eligibility for and interaction with multiple benefits systems.
6. Identify, support, and refer common customers to appropriate financial education or financial coaching to improve informed financial decision making and advance economic self-sufficiency.
7. Share progress reports with appropriate State Medicaid contracted entities as agreed upon by individuals receiving services or their guardians, including youth and their parents, guardians, or legal decision makers.
8. Use the coordination plan template provided to document the agreement for planned services, employment, payment, timing, and outcomes for the common customer.
9. Review and document progress of the coordination plan with the employment team at the following points in the process:
 - a. DVR Post Career Profile meeting/assessment
 - b. DVR 60-day on-the-job meeting
 - c. Before transition to long-term support
10. Maintain the coordination plan in the person's DWD-DVR case file.
11. Provide the State Medicaid agency contracted entity a copy of the coordination plan.

State Medicaid Agency Responsibilities. DHS-DMS shall:

1. Maintain contracts or agreements with entities operating Medicaid Home and Community-Based Waiver programs that include information on processes and services related to service delivery.
2. Ensure entities operating Medicaid Home and Community-Based Waiver programs will:
 - a. Assist DWD-DVR staff when gathering information for the coordination plan related to planned services, employment, payment, timing, and outcomes.
 - b. Maintain a copy of the coordination plan from DWD-DVR in the common customer's case file.
 - c. Authorize all employment-related services identified in the, MCP, ISSP, or ISP.
 - d. Participate in progress of the coordination plan with the employment team at the following points in the process:
 - i. DVR Post Career Profile meeting/assessment
 - ii. DVR 60 day on-the-job meeting
 - iii. Before transition to long-term support

VIII. RELEASE OF INFORMATION & CONFIDENTIALITY

The parties agree to comply with respective confidentiality provisions in all state and federal regulations including CFR 34 361.38 Protection, use, and release of personal information and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

A. Release of Information

Mutual Roles and Responsibilities. The parties to this MOA 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. Share relevant information for the purposes of integrated service delivery to common customers, with appropriate signed release from the individual in accordance with the written agreement.

Designated State Agency Responsibilities. DWD-DVR shall:

1. Before releasing any information, determine if a release of medical or psychological information may be harmful to the individual, and then whether such information may be released. Information deemed to be potentially harmful is only released if the other agency assures DWD-DVR that the information will be used for the purpose for which it is being provided only and not further released to the individual.
2. Obtain a signed authorization for release of information from each individual referred by DWD-DVR to the State Medicaid contracted entities and share only information that is required to provide employment-related services, particularly customized employment and supported employment services, including extended services.

3. At the time of referral to DWD-DVR, document if the individual is receiving services through a State Medicaid contracted entity and discuss completion of a release of information with the person or their guardian if one has not been received, including youth and their parents or guardians, to share information with the State Medicaid contracted entity and DWD-DVR.

State Medicaid Agency Responsibilities. DHS-DMS shall:

1. Maintain contracts or agreement with entities operating Medicaid Home and Community-Based Waiver programs that include information on processes and procedures related to release of information.
2. Ensure entities operating Medicaid Home and Community-Based Waiver programs:
 - a. Provide any available records relevant to determining eligibility for VR services, upon request, only after obtaining a signed release that is compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 - b. Provide the waiver recipient with a DVR release of information form and assist in its completion if the participant chooses.
 - c. Obtain a signed authorization for release of information from each person referred to DWD-DVR for services and their parent or guardian, when applicable, and share relevant information with the DWD-DVR counselor, who will only disclose information that is required to provide VR services.

B. Confidential Information

Mutual Roles and Responsibilities. The parties to this MOA shall:

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

Designated State Agency Responsibilities. DWD-DVR shall:

Comply with Federal regulations regarding confidentiality and State law. In addition, VR Counselors are expected to perform in compliance with Department of Safety and Professional Services requirements, and applicable professional organizational requirements that include the Certified Rehabilitation Counselor Commission Professional Code of Ethics and the National Counselor Examination for Rehabilitation Counselors.

State Medicaid Agency Responsibilities. DHS-DMS shall:

Comply with Federal regulations regarding confidentiality and State law. DHS-DMS is a covered entity under 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 and State law. DHS-DMS will comply with these confidentiality requirements as they apply to records and information used or maintained in connection with this agreement.

IX. FINANCIAL RESPONSIBILITY

A. Funding Supported Employment Services

Mutual Roles and Responsibilities. The parties to this MOA shall:

Commit to the implementation of complementary programs to assist with the provision of supported employment services and long-term support services to individuals with the most significant disabilities in Wisconsin, including youth with the most significant disabilities, to enable them to achieve a competitive integrated employment outcome. This agreement provides mechanisms for collaboration at the State level to increase opportunities for competitive integrated employment in the State and ensure smooth transition from supported employment to long-term support services.

Designated State Agency Responsibilities. DWD-DVR shall:

1. Use funds under Title I and Title VI of the Rehabilitation Act to fund supported employment services for VR clients with the most significant disabilities, including youth with disabilities.
2. Determine if ongoing support services are needed. DWD-DVR may provide ongoing support services for up to 24 months from the time of job placement until transition to long-term support services. Transition to long-term supports occurs when the consumer reaches job stability. A consumer is considered stable on a job when the consumer meets the level of stability defined by the supported employment team, which is included in the IPE progress measures. Stability has been reached when the employer is satisfied with the consumer's job performance given the level of systematic instruction provided. While further independence and progress may still be made, the consumer has learned the job and is performing at a level where required job tasks can be accurately completed with supports in the timeframe agreed upon with the employer to maintain employment.
3. Determine whether special circumstances exist under which the eligible individual and the rehabilitation counselor jointly may agree to extend the time to achieve the employment outcome identified in the IPE. For youth that do not have an identified source of long-term support available, DVR must provide long-term support (extended services) funding for a period not to exceed 48 months or until such time that the youth reaches age 25. **Note:** Funding available through other sources (e.g., Family Care, IRIS, CLTS Waiver) must be explored and, when available, used as a comparable benefit.

4. Agree that the agency cannot “opt out” of any activities authorized under section 604 of the Act and 34 CFR §363.4 by refusing to fund them. DWD-DVR will determine the need for and fund services on a case-by-case basis dependent upon the individual’s need for services. DWD-DVR has the responsibility to make funds available for extended services for youth with the most significant disabilities, and will continue to explore the availability of funding from other sources, as is done for other individuals with the most significant disabilities transitioning from supported employment services to extended services.

State Medicaid Agency Responsibilities. DHS-DMS shall:

1. Maintain contracts or agreement with entities operating Medicaid Home and Community-Based Waiver programs that include funding supported employment services, including customized employment services.
2. Ensure entities operating Medicaid Home and Community-Based Waiver programs:
 - a. Authorize and make available funds under applicable Federal and State programs it administers for long-term support services to eligible individuals successfully closed by DWD-DVR, to the extent such services are not available under Title VI of the Rehabilitation Act for youth with the most significant disabilities.
 - b. 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 MOA, the term “not available” includes services:
 - i. Provided during the time from when an individual is referred by State Medicaid contracted entities delivering Medicaid Home and Community-Based Waiver Services to DWD-DVR and when DWD-DVR begins to provide VR services in accordance with an IPE
 - ii. Provided to individuals determined ineligible for DWD-DVR services or not satisfying priority status under DWD-DVR order of selection
 - iii. Not available through DWD-DVR

B. Application of the Comparable Services Provision

Designated State Agency Responsibilities. DWD-DVR shall:

Implement all provisions of 34 CFR 361.53 comparable services and benefits for each consumer to determine what services may be funded by DWD-DVR and what services may be funded by another state or federal program.

State Medicaid Agency Responsibilities. DHS-DMS shall:

Cover prevocational, supported employment, Vocational Futures Planning and Services, assistive technology/communication aids, mentoring services (Mentoring CLTS only), or a combination of these services through Home and Community-Based Waiver programs if provided as habilitation services under the waiver and are:

1. Not otherwise available to the individual through a local education agency under the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1401 et seq.) or 110 of the Rehabilitation Act of 1973, as amended; and
2. Not furnished as part of expanded rehabilitation services.

Before authorizing supported employment services, Medicaid requires documentation be maintained that the service has already been used or is not available under a program funded under the section 110 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (IDEA) (20 U.S.C.1401 et. seq.). Needed services funded by DWD-DVR to maintain competitive integrated employment will be evaluated through the appropriate waiver process.

In Family Care, the Resource Allocation Decision (RAD)-Making Tool must be used to determine ongoing employment services. In IRIS, participants with support from their IRIS consultant will update their service plan to reflect necessary employment supports. In the CLTS Waiver Program, youth and their families will use the [Deciding Together Guide](#) with their support and service coordinator to determine updates needed to the ISP to support the youth's competitive integrated employment outcomes.

C. Procedures for Resolving Funding Disputes

Mutual Roles and Responsibilities. The parties to this MOA shall:

Recognize that each agency has its own administrative mechanisms for the timely resolution of internal disputes. This MOA does not circumvent internal mechanisms for resolution of customer disputes with the respective agency. This MOA recognizes these procedures and permits each agency to resolve its own internal disputes.

D. Procedures for Coordination to Promote Timely Delivery

Mutual Roles and Responsibilities. The parties to this MOA shall:

Determine and communicate expectations for the delivery of services and other processes. Timeframes shall be published, and all parties will endeavor to adhere to these requirements.

X. ACCOUNTABILITY/MONITORING/REPORTING

Mutual Roles and Responsibilities. The parties to this MOA shall:

1. Identify and provide data, outcome measures, evaluation criteria, and reporting procedures per 2017 Wisconsin Act 178.
2. Exchange information to monitor and prevent potential service provider funding duplication.
3. Identify and implement methods to assess and share information on the performance of service providers to individuals with disabilities and their families so they can make informed choices regarding service provider selection.

4. Maintain specific liaison staff with statewide responsibility for monitoring and implementing this agreement, training appropriate staff, sharing relevant information, and maintaining relationships with service providers to provide annual employment outcome information.
5. Comply, if applicable, with auditing requirements under Federal and State laws to the extent one party to this MOA transfers funds to the other party.

XI. DATA SHARING

The parties to this MOA agree to develop a more comprehensive data sharing agreement outside of this MOA and provide monitoring data as outlined in the MOA.

XII. RESOLUTION OF CONFLICT/ENFORCEMENT

Mutual Roles and Responsibilities. The parties to this MOA shall:

Identify a common process for regional dispute resolution including all relevant partners and the common customer. The process will be implemented before involving state-level agency representatives.

DWD-DVR and State Medicaid agency staff designated as key contacts for each respective agency will be responsible for monitoring and evaluating implementation of the practices and procedures described in this MOA. It is expected that these individuals will gather information and propose solutions to problems encountered in the implementation of the MOA. 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 DHS-DMS Assistant Administrator and the DWD-DVR Administrator for resolution.

This MOA 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.

XIII. LENGTH AND TERMINATION OF AGREEMENT

A. Effective Dates

This MOA shall take effect upon the date it is fully executed by the parties of the MOA and will remain in effect until such time that it is terminated. This MOA may be amended or superseded in writing with the mutual consent of each agency's authorized representatives.

If any provision of the agreement is held invalid, the remainder of the agreement shall remain in full effect, so long as the purpose of the agreement can be continued. The effective date is the date on which the last signature is obtained. The MOA has no defined end date, and automatically renews on July 1 of every odd year.

B. Review Cycle Period

Review bi-annually by June 30.

C. Termination with Notice

Either party can terminate this MOA with 30-calendar-day notice. Other technical assistance or projects identified by either party during the MOA will be negotiated and further specified as amendments to the MOA. These amendments will be written and signed by the designated representatives of each agency and will identify the exact nature of the assistance to be provided. Fiscal specifications, if any, must be identified. These agreements will be attached as amendments or clarifications to this agreement.

Memorandum of Agreement

Between the Wisconsin Department of Workforce Development (DWD)

Division of Vocational Rehabilitation (DVR)

and

The Wisconsin Department of Health Services (DHS)

Division of Medicaid Services (DMS)

Signature Page and Term of the Memorandum of Agreement

This signature page applies to Competitive Integrated Employment efforts for long-term care members between the DWD Division of Vocational Rehabilitation (DVR) and the DHS Division of Medicaid Services (DMS).

DocuSigned by:

Joanna Richard

459A5369230FC
Joanna Richard

Deputy Secretary
Department of Workforce Development

11/8/2019

Date Signed

DocuSigned by:

Julie Willems Van Dijk

6778AE36794413
Julie Willems Van Dijk

Deputy Secretary
Department of Health Services

11/7/2019

Date Signed

Appendix A: Select Terms and Definitions

Each agency within this MOA has definitions per their respective authorities based on federal and state regulations.

A. 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- or part-time basis (including self-employment) and for which an individual is compensated at a rate that:
 - a. Is not less than the higher of the rates 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
 - b. 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
 - c. 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
 - d. Is eligible for the level of benefits provided to other employees
2. Is at a location:
 - a. Typically found in the community
 - b. Where the employee with a disability interacts for the purpose of performing duties of the position with other employees within the work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers or vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to the employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons
3. Presents, as appropriate, opportunities for advancement that are like those for other employees who are not individuals with disabilities and who have similar positions.

B. Customized Employment. [34 CFR §361.5(c) (11)] The term “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
2. Working with an employer to facilitate placement, including:
 - a. Customizing a job description based on current employer needs or on previously unidentified and unmet employer needs
 - b. 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
 - c. Using a professional representative chosen by the individual, or if elected self-representation, to work with an employer to facilitate placement
 - d. Providing services and supports at the job location

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

1. Needed to support and maintain an individual with a most significant disability including a youth with a most significant disability, in supported employment.
2. Organized or made available, singly or in combination, in such a way as to assist an eligible individual in maintaining supported employment.
3. Based on the needs of an eligible individual, as specified in an individualized plan for employment.
4. 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.
5. 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.

D. Pre-employment transition services.

Each State must ensure that the designated State unit, in collaboration with the local educational agencies involved, provide or arrange for pre-employment transition services for all students with disabilities, as defined in §361.5(c)(51), in need of such services, without regard to the type of disability, from Federal funds reserved in accordance with §361.65, and any funds made available from State, local, or private funding sources.

Funds reserved and made available may be used for the required, authorized, and pre-employment transition coordination activities under paragraphs (2), (3) and (4) of this section.

1. Availability of services. Pre-employment transition services must be made available statewide to all students with disabilities, regardless of whether the student has applied for or has been determined eligible for vocational rehabilitation services.
2. Required activities. The designated State unit must provide the following pre-employment transition services:
 - a. Job exploration counseling
 - b. Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment in the community to the maximum extent possible
 - c. Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education
 - d. Workplace readiness training to develop social skills and independent living
 - e. Instruction in self-advocacy (including instruction in person-centered planning), which may include peer mentoring (including peer mentoring from individuals with disabilities working in competitive integrated employment)

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

1. 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 and extended services after transition from support provided by the designated State unit to perform this work.
2. 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 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.

F. 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:

1. Organized and made available, singly or in combination, in such a way as to assist an eligible individual to achieve competitive integrated employment;
2. Based on a determination of the needs of an eligible individual, as specified in an individualized plan for employment;
3. Provided by the designated State unit for a period 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
4. 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.

APPENDIX B: SELECT TERMS AND DEFINITIONS

1. "Common customer" is a person the State Medicaid Agency, DHS-DMS, and the Designated State agency, DWD-DVR, serve jointly.
2. "Member Centered Plan (MCP) and Individual Support and Service Plan (ISSP)" are terms used to identify the individual's long-term service and supports plan developed by their care team. MCPs are used in Family Care and Family Care Partnership; ISSPs are used in IRIS.
3. "Individual Service Plan (ISP)" is the plan used in the Children's Long-Term Support Waiver program to identify the supports and services participants and their families will receive to meet their outcomes.
4. "Individualized Plan for Employment (IPE)" is the plan developed by DWD-DVR that outlines the common customer's vocational goals and supported employment needs.
5. "Supported Employment Team" is developed early and takes part in important decision making throughout the supported employment process. The team typically includes the consumer, the DVR Counselor, a supported employment service provider, a guardian (if applicable), family members, representatives of the entities providing service coordination and funding for services (e.g., Medicaid Home and Community-Based Waiver programs, school representatives), and any other individuals identified who will be involved in supporting the consumer to achieve and maintain competitive integrated employment.