

## **Attachment D Draft Scope of Work**

### **Establishment, Development or Improvement of Non-Profit Community Rehabilitation Programs (Establishment Projects)**

#### **PROJECT SCOPE**

Establishment Project funds will be used to support the improvement of public or nonprofit community rehabilitation programs (CRP) that are registered with Vocational Rehabilitation (VR) to provide vocational rehabilitation services that prepare individuals with disabilities for competitive integrated employment, including supported employment and customized employment (34 CFR 361.49(a)(1)). Activities funded through this contract will support the improvement of these providers in the provision of vocational rehabilitation services to prepare and support VR participants in achieving competitive, integrated employment, supporting an overall Bureau of Rehabilitation Services (BRS) goal of increasing the number of participants achieving employment. Improvement in CRP service delivery and performance is integral to improving the quality and timeliness of VR participant employment outcomes, including those individuals with the most significant disabilities.

Establishment Project funds will increase the capacity of public or private non-profit CRPs, specifically those registered as VR employment service providers, to provide quality and timely employment services. Employment services include Discovery services, job readiness training, outcome-based employment services, supported employment services, on-the-job supports short-term, job search/job placement assistance, and youth extended services. Each of these services is defined in the Vocational Rehabilitation Manual of Employment Services published on the [VR Employment Services webpage](#).

#### **PARTICIPANTS**

Establishment Project activities may only be carried out by public or non-profit CRPs who are serving VR applicants or eligible individuals. Activities or services provided for the benefit of individuals who are not VR applicants or eligible individuals are not an allowable expense under this contract.

#### **ELIGIBILITY**

The Contractor was selected following a competitive procurement process and met the respondent criteria as outlined by the procurement process materials. Activities provided through this Establishment Project contract may only be provided to support the improvement of CRPs who are registered (non-probationary) VR employment service providers as of July 1, 2024. The Contractor must meet the definition of a non-profit Community Rehabilitation Provider, as defined in 34 Code of Federal Regulations 361.5(c)(17).

#### **BUDGET**

Specific allowable costs are limited to costs of approved staffing, training, and equipment supplies as outlined under the Budget section of this scope of work, to increase capacity of CRPs to carry out employment services to VR applicants or eligible individuals. Specific allowable costs are limited to costs that improve and expand allowable staffing and training, as described in this scope of work, for employment services staff. It is the Contractor's responsibility to track the itemized budget amounts available within the specific contract period.

The amount of available funds for the Establishment Project is subject to change and will be reevaluated annually as necessary. The State accepts no obligation for costs incurred by the Contractor prior to the start of the term of the contract.

Contractor must provide non-federal match as detailed in this scope of work. The source of the Contractor's match funds must be non-federal and not used to match any other federal grant. The Contractor is required to verify the source of match funds upon request.

## **STAFFING**

Funding will be utilized to increase capacity to provide VR employment services, including supported employment services, to VR applicants or eligible individuals, including those with the most significant disabilities. Employment service staff hired for this project to provide direct services (e.g., employment consultant, job coach) to a caseload that consists entirely of VR participants (100% VR caseload) is an allowable project expense. Allowable staffing funding will be utilized to ensure that the newly hired, 100% VR caseload of applicants or eligible individuals will not exceed a case load size of 1:20, but with the understanding a caseload size must be at least a 1:10 ratio. (See Allowable Staffing Ratios section).

A 100% VR caseload for new employment service staff hired for the purpose of the Establishment Project, means that each individual on the caseload of the direct services staff charged to this project, must have a current open case with VR. Individuals previously served by VR who have subsequently exited VR and have not reapplied, individuals who have exited and are now served through non-VR funding sources, or individuals who have never applied to VR, are not considered to have a current, open VR case. Individuals needing important services such as extended services through a home and community-based waiver, or supports through Medicaid Rehabilitation Option, should receive those follow along services through a CRP staff member whose position is not charged to the Establishment Project. This will ensure that individuals receiving services across different funding streams can access the services they need, while also ensuring compliance with allowable VR Establishment Project activities.

### Allowable Staffing Costs

Allowable staffing costs include staff salaries and fringe benefits for direct VR employment service staff (i.e. employment consultants, job coaches), for the provision of employment services to VR applicants or eligible individuals. Staffing costs must be associated with the provision of VR employment services as outlined in the VR Manual of Employment Services. Since the purpose of the Establishment Project is to increase staff capacity, reimbursable staffing costs shall only include staffing costs that result from increasing staff capacity through the creation of a new position(s) that will provide direct services and maintain caseloads of 100% VR applicants or eligible individuals. Allowable Establishment Project costs shall not include costs for existing positions (i.e. staff hired prior to the effective date of this contract). This includes existing direct services staff, existing or new staff with blended caseloads, supervisory or clerical staff, or any other staff who are not hired for newly created positions for purposes of this Establishment Project.

When an **allowable** employment services staff member receives an **allowable** training (i.e. an Employment Consultant hired in a newly created position attends an allowable training), the personnel time spent receiving the allowable training must be charged to the staffing budget. Allowable training examples are provided under the Training section below, and a complete listing of allowable training will be issued to awarded contractors annually.

### Allowable Staffing Ratios

Newly hired staff must only be hired to meet an overall average caseload ratio ranging from 1:10-1:20, depending on the level of needs of VR applicants or eligible individuals served. Newly hired staff cannot be hired if the population of VR applicants or eligible individuals served across the employment services unit does not warrant the staffing increase, based on the 1:10-1:20 ratio. Furthermore, if additional direct service staff are hired, and the population served later decreases, the Contractor must re-evaluate the forecasted staffing needs. It is expected that Contractor would employ a minimum of 1 FTE and a maximum of 5 FTEs through this agreement, however additional ES staff needs may be approved by BRS depending on need, as demonstrated through submission of staffing ratio data.

### Unallowable Staffing Costs

Recruiting expenses cannot be charged to Establishment Project funds. In addition, travel, equipment, supplies (other than allowable supplies as defined under Allowable Supplies), cell phones, utilities, leasing, and other administrative costs (including administrative or support staff, and supervisory or other executive level staff who directly oversee employment service staff) cannot be charged to Establishment Project funds. Also, membership fees and subscriptions are unallowable costs and cannot be charged to the project. Time spent by staff on activities other than those specifically described under 'Allowable Staffing Costs' cannot be charged to the project.

Additionally, costs for any positions that existed prior to entering into the Establishment Project that become vacant at any point during the project are unallowable expenses.

Staffing Retention

The CRP is responsible for improving staff retention which leads to higher quality services and increased employment placement outcomes. Since the Establishment Project will assist with staffing costs for newly hired staff, while simultaneously allowing fee-for-service reimbursement for direct service provision by those newly hired staff, it is expected that the CRP will have increased opportunity to direct available funds toward the implementation of an incentive retention plan.

Responses to this RFF must outline strategies for incentivizing staff retention, and awarded CRPs will be required to submit an incentive retention plan to BRS (see Evaluation Criteria, Attachment E). Awarded CRPs will also be responsible for meeting their incentive retention plan goals throughout the contract term and will be required to provide updates to BRS in accordance with contract deliverables and reporting.

Staffing – 21.3% Non-Federal Match

The Contractor must provide the non-federal match of 21.3% outlined in the 'Percent of Total Staff Costs Available for Federal and Match Funds' column below. The 'Additional Contractor Share (not available to match)' column outlines the percentage of staffing costs that are not available to be matched and are not part of the Establishment Project budget. The Contractor must not use funds from VR fee-for-service billing, Ticket to Work funds, in-kind contributions, or any source of federal dollars to meet the non-federal 21.3% match.

Table 1 – Contractor non-federal match contributions for Staffing

	<b>Percent of Total Staff Costs Available for Federal and Match Funds*</b>	<b>Additional Contractor Share (not available to match)</b>
<b>Year 1</b>	100% (78.7% VR / 21.3% Contractor share)	0%
<b>Year 2</b>	75% (78.7% VR / 21.3% Contractor share)	25%
<b>Year 3</b>	60% (78.7% VR / 21.3% Contractor share)	40%
<b>Year 4</b>	45% (78.7% VR / 21.3% Contractor share)	55%
*The Federal share of funds is 78.7%. Non-federal match share, provided by the Contractor, is 21.3%. The 21.3% non-federal share must be deposited into a designated state VR account.		

**TRAINING & ALLOWABLE EXPENSES**

An important aspect of the Establishment Project is to focus on effective strategies to support growth of CRPs to carry out employment services to VR participants, which will produce the desired outcome of increased capacity to provide quality and timely services to VR applicants and eligible individuals. The Establishment Project will provide funding for allowable training (guidance from BRS will be provided on allowable training), which shall be person-centered, strength-based, and focused on individuals with disabilities' employable strengths. Training must align with a philosophy that individuals with disabilities can obtain competitive integrated employment with the right supports and services.

Allowable Training Costs

All training activities must be associated with improving the CRPs provision of employment services as outlined in the VR Manual of Employment Services, and increasing the quality and quantity of competitive, integrated employment outcomes. Allowable training costs may only be charged for the newly hired positions funded through Establishment Projects as defined under the Staffing section above. Allowable training costs may only be charged for newly hired positions who are serving 100% VR applicants or eligible individuals, as previously defined.

Allowable training costs include the following:

- Registration fees for training that meets Association of Certified Rehabilitation Educator (ACRE) competencies
- Registration fees for training carried out by BRS contracted training entities such as Level Up and Benefits Information Network (BIN) training.

It is the Contractor’s responsibility to contact BRS if there is concern as to whether a specific expense may be encumbered and charged to the Establishment Project, before encumbering the expense.

Unallowable Training Costs

Training costs must be associated with improving the CRPs provision of employment services and outcomes for VR eligible individuals and participants and must be approved by BRS. Any expenses incurred for training to staff who are not funded through this project, i.e., who are not newly hired staff with a 100% VR caseload, cannot be funded through this contract. Training for supervisory and support staff cannot be charged to this contract. In addition, mileage, out-of-state training, per diem (meal reimbursement), conference fees including registration costs, and hotel costs will not be reimbursed through the Establishment Project.

Allowable Supplies

Supplies are limited to one computer (e.g., laptop) per newly created, direct services position for purposes of this project, who will carry a 100% VR caseload. Supplies are limited to one (1) device per project position that meets these criteria, for the life of the project. This will ensure that supplies are only used for time spent as related to delivery of VR services for VR applicants or eligible individuals. If computer software needs to be purchased in order to provide direct provision of services to 100% VR applicants or eligible individuals, e.g., software for accommodations, completion of VR required documentation, or participation in virtual VR participant meetings, the Contractor must obtain prior approval from BRS. Table 2 outlines the Contractor’s non-federal match requirements for equipment.

Training – 21.3% Non-Federal Match

The Contractor must provide the non-federal match of 21.3% outlined in the ‘Percent of Total Staff Costs Available for Federal and Match Funds’ column below. The Contractor must not use funds from VR fee-for-service billing, Ticket to Work funds, in-kind contributions, or any source of federal dollars to meet the non-federal 21.3% match.

Table 2 - Contractor non-federal match contributions for Training and Supplies

	<b>Percent of Total Training and Supply Costs Available for Federal and Match Funds*</b>
<b>Year 1</b>	100% (78.7% VR / 21.3% Contractor share)
<b>Year 2</b>	100% (78.7% VR / 21.3% Contractor share)
<b>Year 3</b>	100% (78.7% VR / 21.3% Contractor share)
<b>Year 4</b>	100% (78.7% VR / 21.3% Contractor share)
*The Federal share of funds is 78.7%. Non-federal match share, provided by the Contractor, is 21.3%. The 21.3% non-federal share must be deposited into a designated state VR account.	

**SUBMISSION OF THE 21.3% NON-FEDERAL MATCH AND REIMBURSEMENT PROCESS**

Awarded Contractors will be responsible for depositing the non-federal share of expenses into a designated state VR account, either as an EFT/ACH or as a wire transfer. Mailing in a check is not an acceptable payment method. Any fee associated with initiating an EFT/ACH or wire transfer is solely at the bank institution’s discretion and is not determined by the State. Payment of the bank fee is the responsibility of the Contractor.

Monthly claims for each month must be submitted by awarded contractors, to [establishmentproject@fssa.in.gov](mailto:establishmentproject@fssa.in.gov) by the 10th of the following month (i.e. March expenses must be submitted by April 10th). *If monthly expenses are not submitted by the 10th of the following month, the Contractor must wait and submit two separate claims the next month (i.e. March and April expenses must be submitted by May 10th).* BRS will subsequently send an invoice to bill the Contractor between the 15th and 18th of the month for the 21.3% share, at which point the Contractor must deposit the non-federal share by the 20th of the month. It is important to note that the Contractor must **NOT** deposit the non-federal match prior to receiving the invoice, as BRS might make specific reductions upon reviewing the supporting documentation submitted with the claim, which may impact the 21.3% provider share to be invoiced. The Contractor's claim will be rejected if the non-federal share is not deposited by the 20th of the month. Reimbursement is typically provided within 35 days upon receipt of the claim.

## REPORTS

Awarded Contractors will be required to submit Monthly Claim Reimbursement Forms, plus supporting documentation for all allowable expenses. Note: All forms and necessary templates for reporting will be provided by BRS.

Awarded Contractors will be required to submit reports for: 1) Measurable Objectives and Outcomes, 2) Contract Deliverables, and 3) Narrative and Metrics Reports. Note: All forms and necessary templates for reporting will be provided by BRS. Report schedules are outlined in the attached Draft Establishment Project Contract Scope of Work (Attachment D).

## MEASURABLE OBJECTIVES AND OUTCOMES

Awarded Contractors will be responsible for providing the requested data to meet the following objectives (#1-3 below) during the project performance period for newly created positions that will provide direct services and maintain caseloads of 100% VR applicants or eligible individuals. BRS case management system data may be provided to support the collection and review of data for measurable objectives and outcomes. BRS will work with awarded CRPs to establish a target goal for each CRP based upon system data and CRP provided data.

The information below outlines draft targets which will be further negotiated prior to execution of contracts awarded from this RFF.

### 1. Engagement: Continued engagement of participants through achievement of employment goals

- What percent of the referrals received by the Contractor achieved Employment Service Milestone 1?
  1. Target: 30% increase in Milestone 1 achievements by end of year 2.
  2. Target for project years 3 and 4 to be determined during contract renewal process.
- What percent of the referrals received by the Contractor achieved Employment Service Milestone 3?
  1. Target: 25% increase in Milestone 3 achievements by end of year 2.
  2. Target for project years 3 and 4 to be determined during contract renewal process.
- How many VR exits with competitive, integrated employment have been achieved?
  1. Target: 25% increase in exits with CIE by end of year 2.
  2. Target for project years 3 and 4 to be determined during contract renewal process.

### 2. Quality: Raising the bar for successful outcomes

- What was the average wage at time of exit for all participants served by the CRP?
  1. Target: 20% increase in average wages by end of year 2.
  2. Target for project years 3 and 4 to be determined during contract renewal process.
- What were the average weekly work hours for all participants at time of exit served by the CRP?
  1. Target: 10% increase in average weekly work hours by end of year 2.
  2. Target for project years 3 and 4 to be determined during contract renewal process.
- How many Performance Incentive Payment Level 1's were achieved?
- How many Performance Incentive Payment Level 2's were achieved?
- How many Performance Incentive Payment Level 3's were achieved?

1. Target for all incentive payment metrics: the number of total incentive payments (levels 1, 2, and/or 3) achieved each year of the project will exceed the total incentive payments achieved the year prior.

### 3. Capacity: Improved timeliness and expanded service delivery

- What was the average number of direct service hours a VR referral received within the first 30 days of being referred to the CRP?
  1. Target: the average number of direct service hours a VR referral receives within the first 30 days of being referred to the CRP will reflect a 30% increase from baseline by end of year 2. At minimum, a referral from VR to the CRP receives 8 hours of service, on average, during the first 30 days following referral, by the end of year 2.
  2. Target for project years 3 and 4 to be determined during contract renewal process.
- What is the CRP Employment Services Unit's capacity to provide timely and quality services to VR participants, e.g., insufficient capacity to serve current referrals, adequate capacity to serve/at capacity, capacity to serve an increased number of referrals?
  1. Target: this will be measured across all Establishment Project contractors with the goal of achieving an increase in the number of providers responding that they have adequate capacity or capacity to increase services, and a decrease in the number responding that they have insufficient capacity. The goal by project end is that zero Establishment Project contractors report having insufficient capacity.

If the Contractor fails to provide required reporting for the above objectives, corrective action will be required to avoid contract termination. The Contractor and BRS will jointly identify specific corrective action steps and timelines that the Contractor must meet in order to improve performance. If the Contractor is unable to resolve corrective actions by the subsequent quarter, or by an agreed upon timeframe from BRS, or fails to achieve deliverables for two consecutive quarters by the deadlines established by BRS, the contract may be terminated.

### CONTRACT DELIVERABLES

Awarded contractors will be required to complete deliverables to include a Staffing and Training Plan, to be submitted annually.

#### Staffing and Training Plan:

To best position service providers for growth and retention, it will be important to develop a training outline and staff retention strategies (i.e. training strategies after basic Onboarding). This will include the providers' recruitment and retention strategies and a robust training process to support development of competencies and continuous improvement through the project period. CRPs will need to fully answer **all** evaluation criteria (See Attachment E), to thoroughly explain the plans for growth, recruitment and retention, and sustainability.

Awarded contractors will need to submit a Staff and Training Plan proposal within 30 days of award notification. The plan must include items 1, 2, and 5 and at least one of the additional items (3 and/or 4), based on the specific program growth focus of the CRP (refer to the attached Draft Staffing and Training Plan template (Attachment F) for additional information). BRS will then provide feedback regarding proposed staff/training strategies, including strategies for training, recruiting and retaining staff. Awarded contractors will be required to submit a finalized plan, based on BRS' feedback, within 30 days of receipt of BRS feedback.

### Staffing and Training Requirements

1. What are the strategies for program growth? What are the strategies to provide more timely services to VR applicants or eligible individuals, and improved quality of services and outcomes? What is the timeline for implementation of strategies and achievement of improved timeliness and quality of services and outcomes? What is the anticipated number of additional VR participants to be served per year of the contract (this will be revisited for years 3 and 4 upon contract renewal)?
2. What are the CRP's recruitment and retention strategies? What is the training process for ensuring newly hired staff develop competencies and have continued opportunities for

- professional development? What standards or goals will be established for staff to promote improvement in timely and quality service delivery to VR applicants or eligible individuals?
3. As a result of increasing staff capacity and program growth, what are the CRP's strategies to serve increased VR applicants or eligible individuals in the current coverage area?
  4. As a result of increasing staff capacity and program growth, what are the CRP's strategies to serve increased VR applicants or eligible individuals in new coverage areas (as agreed to by BRS)?
  5. What are the sustainability measures the CRP will implement through enhanced recruitment, retention, and training strategies? The CRP will be responsible for demonstrating how staffing and training strategies and associated costs will be supported after the conclusion of the Establishment Project.

The awarded contractor's staffing/training strategies will be re-evaluated annually to review the contractor's progress with improving staff capacity to support program growth. Awarded contractors will be required to revise the staffing/training strategies annually, or as requested by BRS.

### **BRS OVERSIGHT AND MONITORING**

BRS will closely monitor the Contractor to ensure compliance with contract expectations and state and federal law, by reviewing the source of match and reviewing expenses to verify that only allowable activities are reimbursed. Monitoring will include, but is not limited to, reviewing monthly claim reimbursement submissions, quarterly reports, annual reports, and contract audits as deemed necessary. The parameters and expectations for each are outlined below.

#### Reports and Documentation of Deliverables

##### **Monthly:**

##### **A. Monthly Claims Audit - Review of Claim Reimbursement Form and Supporting Documentation**

When submitting a monthly claim reimbursement packet, the Contractor must provide the following documents within 60 days after the billing period:

- A Claim Reimbursement Form must be completed separately for **each** month of expenses being claimed. Only the specific amounts being claimed for the **single** month should be listed on the form.
- Any required documentation or forms issued by BRS, e.g., detailed expenses charged to the contract for registration fees, documentation to verify completion of the training, listing of training attendees with CRP organization identified, etc.

The Contractor's claim will be reviewed by BRS within five (5) business days to ensure all necessary documentation was submitted by the deadline and properly completed. Any mismatch of totals on the Claim Reimbursement Form and supporting documentation will result in a claim being reduced or rejected. BRS will closely review claims, and all required supporting documentation, to ensure that only allowable expenses are included. The inclusion of any unallowable expenses will result in the claim being reduced/denied.

##### **Quarterly/Annual:**

##### **B. Narrative and Metric Reports**

The Contractor is required to submit "Narrative and Metric Reports" to BRS to provide the following:

1. Quarterly: Measurable Objectives and Outcomes – *refer to Measurable Objectives and Outcomes*
2. Quarterly: Staffing Ratios – *refer to Allowable Staffing Ratios*
  - The Contractor will be required to submit staffing ratios on a quarterly basis for BRS

to review (template to be provided by BRS). At any time during the performance review period, BRS may request for the Contractor to submit justification regarding the forecasted staffing needs, and if BRS identifies that the need for the added staff is not aligned with allowable staffing ratios, BRS will work with Contractor to adjust allowable staffing costs accordingly such as reducing budgeted costs for staffing.

3. Annually: Contract Deliverables – *refer to Contract Deliverables*
4. Schedule TBD: Contract Audits – *refer to Contract Audits*

### **CONTRACT AUDITS**

The Contractor is subject to periodic audits and must comply with all requests for documentation. The Contractor is responsible for providing responses/supporting documentation to demonstrate that funds were only used for allowable activities. As applicable, audits will also include review of supporting documentation to validate achievement of reported measures and outcomes, a review of non-federal match sources, and verification of staffing/training expenses.

In addition to routine audits, BRS in collaboration with the FSSA audit team, may conduct a thorough on-site contract audit at any time during the four-year contract period, in consideration of several risk factors associated with the performance of the Contractor for any of the following:

- Failure to submit one or more quarterly/annual reports;
- Failure to meet the measurable objectives identified in the contract;
- Failure to meet contract deliverables;
- Behaviors or actions of Contractor that could lead to unallowable use of funds.

### **EXIT CONFERENCE AND FINAL REPORT**

An exit conference call will be scheduled within thirty (30) days of completion of the audit to address any findings or areas of concern, as well as answer any questions. When an onsite visit is conducted, the FSSA Audit Services department will conduct an exit meeting on the final day of the audit to address any findings or areas of concern, as well as answer any questions.

Following the exit conference call/meeting, the FSSA Audit Services department will provide the Contractor with a Final Report to document the findings and areas of concern. The report will also provide instructions for the Contractor to provide BRS and the FSSA Audit Services department with a corrective action plan, if applicable, within one week of receipt of the Final Report. If it is identified that the Contractor received reimbursement for an unallowable expense, the Contractor must submit payment within thirty (30) days of the issue date of the Final Notice. Further instructions regarding the payback procedures will be included with the Final Notice. Based on the specific findings, subsequent onsite visits may be scheduled to provide technical assistance and follow-up on progress regarding the corrective action plan.

If a finding is issued following an on-site audit that is a repeat finding, BRS will evaluate the need to issue orders to cease activities, withhold claims payments, or issue a notice of contract termination, based on the nature and severity of the findings. Repeat findings regarding unallowable use of funds will be a finding severe in nature.

#### Documentation Review:

The Contractor must submit quarterly/annual reports to BRS in accordance with the timelines outlined in this Scope of Work.

BRS will review quarterly/annual reports and documentation supporting achievement of deliverables to evaluate the Contractor's progress toward meeting performance objectives, evaluate adherence to contract requirements and expectations, identify best practices, detect any discrepancies with claimed expenses, and recognize any corrective measures that need to be implemented.

If the Contractor fails to provide quarterly/annual reporting, contract deliverables, or fails to take measurable steps toward reaching the program goals, corrective action will be required to avoid contract termination.

- The Contractor and BRS will jointly identify specific corrective action steps and timelines that the Contractor must meet in order to improve performance. If the Contractor is unable to resolve corrective actions by the subsequent quarter, or by an agreed upon timeframe from BRS, or fails to achieve deliverables for two consecutive quarters by the deadlines established by BRS, the contract may be terminated, not renewed, and/or the award amount may be decreased.

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