

Inter-Agency Agreement #	IA-2021-BHDDA Competitive Integrated Employment
<u>Department Name</u> Michigan Department of Labor and Economic Opportunity	<u>Bureau/Office</u> Michigan Rehabilitation Services
<u>Division/Unit</u> Innovation and Special Programs	
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And

<u>Department Name</u> Michigan Department of Labor and Economic Opportunity	<u>Bureau/Office</u> Bureau of Services for Blind Persons
<u>Division/Unit</u> Executive Office	
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And

<u>Department Name</u> Michigan Department of Health and Human Services	<u>Bureau/Office</u> Behavioral Health and Developmental Disabilities Administration
<u>Division/Unit</u> Community Practices & Innovation	
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<u>Program Summary</u>
This Agreement will establish an agreement between the Michigan Department of Labor and Economic Opportunity-Michigan Rehabilitation Services (LEO-MRS), the Michigan Department of Labor and Economic Opportunity-Bureau of Services for Blind Persons (LEO-BSBP) and the Michigan Department of Health and Human Services-Behavioral Health and Developmental Disabilities Administration (MDHHS-BHDDA) to facilitate individual competitive integrated employment, including supported employment outcomes, for people with disabilities served by LEO-MRS or LEO-BSBP and MDHHS-BHDDA. The Agreement serves to facilitate coordination of supported employment services, including extended services, and addresses how collaboration with the State

Medicaid Program will promote the achievement of individual competitive integrated employment outcomes.	
Begin Date October 1, 2020	End Date September 30, 2023

Signatures

Approval on behalf of the Department of Labor and Economic Opportunity-Michigan Rehabilitation Services

Tina Fullerton, Director Michigan Rehabilitation Services _____

Print Name

_____ Date _____

Signature

Approval on behalf of the Department of Labor and Economic Opportunity-Bureau of Services for Blind Persons

W.A. Robinson, III, Director Bureau of Services for Blind Persons _____

Print Name

W.A. Robinson, III

_____ Date 11/25/2020

Signature

Approval on behalf of the Michigan Department of Health and Human Services-Behavioral Health and Developmental Disabilities Administration

Allen Jansen, Deputy Director _____

Print Name

Allen Jansen

_____ Date 12/3/2020

Signature

This Inter-Agency Agreement (IA) establishes the responsibilities and procedures for the Michigan Department of Labor and Economic Opportunity-Michigan Rehabilitation Services (LEO-MRS), Michigan Department of Labor and Economic Opportunity-Bureau of Services for Blind Persons (LEO-BSBP) and the Michigan Department of Health and Human Services-Behavioral Health and Developmental Disabilities Administration (MDHHS-BHDDA) for the purposes described below (collectively referred to as “Partners” unless otherwise specified by abbreviation above).

1. Purpose

The 2014 Workforce Innovation and Opportunity Act (WIOA) fosters innovation and collaboration across federal, state and local agencies, private organizations and employers and authorizes increased access to employment, education, training and support services to assist individuals with disabilities, including youth and students with disabilities, to succeed in the competitive labor market. In response to the WIOA vision of collaboration and innovation, the Partners enter into this agreement for the purpose of increasing individual competitive integrated employment outcomes, including supported and customized, for people with disabilities, including those with the most significant disabilities served by the Partners. This agreement strives to clarify and facilitate the coordination of services and resources to support individual competitive integrated employment outcomes in a seamless and non-duplicative manner.

The Centers for Medicare and Medicaid Services (CMS) approved Michigan’s 1115 Waiver, as well as continued implementation of CMS’ Home and Community-based Services Rule. MDHHS-BHDDA sees this agreement as a bridge to strengthen joint relationships and understanding as it awaits bolstered language in its Medicaid Provider Manual and potentially in contracts through regional Pre-Paid Inpatient Health Plans (PIHPs). MDHHS-BHDDA contracts with PIHPs, who in turn contract with local Community Mental Health Services Programs (CMHSP). This agreement is made based on current MDHHS-BHDDA policy, its current Medicaid Provider Manual, and its current contracts with PIHPs and CMHSPs, and is intended to guide local efforts whether at the PIHP or CMHSP level. The increased focus on individual competitive integrated employment outlined in this document is not intended to disallow other levels of employment related entitlements provided to eligible individuals by the behavioral health field in the Medicaid Provider Manual.

2. Period of Agreement

This IA becomes effective on the date signed with the anticipated program delivery period being October 1, 2020 through September 30, 2023.

3. Work Statement of Each Party

LEO-MRS:

LEO-MRS operates under the Rehabilitation Act of 1973 (the Act) as amended by the 2014 Workforce Innovation and Opportunity Act (WIOA) and its joint implementing regulations and is responsible for the provision of vocational rehabilitation services within the framework of the Act and the WIOA joint implementing regulations. The mission is to develop customized workforce solutions for businesses and individuals with disabilities. LEO-MRS partners with eligible individuals and employers to achieve quality individual competitive integrated employment outcomes and independence for individuals with disabilities.

LEO-BSBP:

LEO-BSBP operates under the Rehabilitation Act of 1973 (the Act) as amended by the 2014 Workforce Innovation and Opportunity Act (WIOA) and its joint implementing regulations and is responsible for the provision of vocational rehabilitation services within the framework of the Act and the WIOA joint implementing regulations. The mission is to provide customized workforce solutions for businesses and eligible individuals who are blind or visually impaired that result in quality individual competitive integrated employment outcomes and independence for individuals with disabilities.

MDHHS-BHDDA:

MDHHS-BHDDA operates under the Michigan Mental Health Code, Act 258 of 1974, as amended. MDHHS-BHDDA contracts with regional PIHPs to provide oversight to the delivery of Medicaid and Healthy Michigan Plan specialty behavioral health supports and services for individuals eligible as adults with serious mental illness, children with serious emotional disturbance, people with intellectual disabilities, developmental disabilities, and people with substance use disorders. PIHPs contract with CMHSPs and other providers to provide the entitled Medicaid and Healthy Michigan Plan benefits. Per the Michigan Mental Health Code, CMHSPs have sole local control over the use of general fund resources (from here forward in this document, this system structure will be referred to as “contracted provider network”).

Roles and Responsibilities

LEO-MRS agrees to:

- Consider recommendations of contracted provider network case managers/employment specialist team as applicable or subcontracted provider(s) regarding the needs of individuals that they refer.
- Presume every referred individual’s ability to benefit from LEO-MRS services in terms of achieving an individual competitive integrated employment outcome, consistent with federal requirements.

- In coordination with the contracted provider network and the individual plan of service (IPOS), LEO-MRS will coordinate the provision of individualized vocational rehabilitation services to eligible LEO-MRS customers as identified in their Individualized Plan for Employment (IPE).
- Provide and share available aggregate employment service and outcome data on at least an annual basis, where applicable.
- Collaborate to ensure maximization of shared provider network, to contribute to ensuring seamless supports for individuals jointly served.
- Collaborate to promote and support the use of emerging, promising, best, and evidence-based employment practices and models to increase individual competitive integrated employment outcomes by the shared provider network to increase successful outcomes.

LEO-BSBP agrees to:

- Consider recommendations of contracted provider network case managers/employment specialist team as applicable or subcontracted provider(s) regarding the needs of individuals that they refer.
- Presume every eligible referred individual's ability to benefit from LEO-BSBP services in terms of achieving an individual competitive integrated employment outcome, consistent with federal requirements.
- In coordination with the contracted provider network and the IPOS, LEO-BSBP will coordinate the provision of individualized vocational rehabilitation services individualized vocational rehabilitation services to eligible LEO-BSBP customers as identified in their IPE.
- Provide and share available aggregate employment service and outcome data on at least an annual basis, where applicable.
- Collaborate to ensure maximization of shared provider network, to contribute to ensuring seamless supports for individuals jointly served.
- Collaborate to promote and support the use of emerging, promising, best, and evidence-based employment practices and models to increase individual competitive integrated employment outcomes by the shared provider network to increase successful outcomes.

MDHHS-BHDDA will work with the contracted provider network to:

- Promote individual competitive integrated employment as a valuable and viable option, and ensure individuals with interest in, or desire to pursue, individual competitive integrated employment have this goal recorded in their IPOS.
- Refer individuals to LEO-MRS or LEO-BSBP that want to pursue individual competitive integrated employment when it is anticipated that the individuals need LEO-MRS or LEO-BSBP to obtain individual competitive integrated employment.
- With appropriate signed release of information, provide existing documentation and referral recommendations to LEO-MRS or LEO-BSBP to assist in the LEO-MRS or LEO-BSBP eligibility process.
- Provide to the extent needed by each individual, and to support the individual competitive integrated employment goal in the IPOS, long-term follow-along services (LEO-MRS or LEO-

BSBP call these services “extended services”) for contracted provider network eligible individuals to maintain individual competitive integrated employment.

- Provide and share available aggregate employment service and outcome data on at least an annual basis, where applicable.
- Collaborate to ensure maximization of shared provider network, to contribute to ensuring seamless supports for individuals jointly served.
- Collaborate to promote and support the use of emerging, promising, best, and evidence-based employment practices and models to increase individual competitive integrated employment outcomes by the shared provider network to increase successful outcomes.

Referral Processes

An efficient and coordinated referral process of individuals between the Partners will be provided that is consistent with each Partners’ policy. All Partners commit to jointly developing and issuing guidance for LEO-MRS or LEO-BSBP local offices and the contracted provider network that offers recommendations and effective approaches for ensuring efficient and coordinated referral processes between all agencies in local communities. The development and coordination of a local referral process is encouraged to promote a positive customer experience through greater efficiency and easier access to services.

Contracted provider networks are encouraged to refer customers that desire individual competitive integrated employment to LEO-MRS or LEO-BSBP. LEO-MRS or LEO-BSBP provide an orientation to the program that can be individualized to meet the needs of a specific individual. Once the individual chooses to become an applicant, the LEO-MRS or LEO-BSBP application process is initiated.

LEO-MRS or LEO-BSBP customers that desire specialty behavioral health services may contact the local contracted provider network Access System by phone or visit their local contracted provider network where they will be directed to the Access System. MDHHS-BHDDA requires contracted provider networks to conduct active outreach efforts in their communities to assure that those in need of mental health services are aware of the service entry options.

When an individual is referred to one of the agencies, the referring agency can assist with the referral and eligibility process by providing available disability-related information which will increase the efficiency of the referral and eligibility process. All agencies value utilization of existing customer information. A customer or their legal guardian must provide written informed consent for documentation to be shared.

Confidentiality and Release of Customer Information

The Partners and agencies will adhere to all respective policies and legal requirements regarding confidentiality and agree to promote practices that are compliant with each of their policies, practices, and procedures. MDHHS-BHDDA, through contracts with contracted provider networks, and LEO-MRS or LEO-BSBP assure that confidentiality of personally identifiable information is maintained. Aggregate information, which does not directly or indirectly identify specific individuals, may be shared.

Contracted provider networks, LEO-MRS or LEO-BSBP must obtain written informed consent from the customer (or their legal guardian, if one is appointed) before releasing information on record with the other agency regardless of whether such information is shared verbally, in printed form or other media format.

Eligibility

Each Partner will determine customer eligibility using their own eligibility criteria.

MDHHS-BHDDA oversees the delivery of services for individuals with behavioral health issues (mental illness and substance use disorders), intellectual and developmental disabilities (I/DD), including those with the most significant disabilities. All supported employment services must promote optimal community integration under the Home and Community-based Services Settings (HCBS) criteria by the Centers for Medicare and Medicaid Services (CMS). Such services must ensure the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS. Not doing so negates services funded by Medicaid.

Individual supported employment must be provided as an option for individuals as desired. Capacity and choice to deliver individual supported employment must be available to meet projected service demand.

Based on funding and local needs, priority is given to those with the most serious forms of mental illness or I/DD, who are also typically eligible for supported employment services and in urgent and emergent situations. Once the needs of these individuals have been addressed, MDHHS-BHDDA requires that other eligible individuals with a qualifying mental illness or disability as found in the most recent Diagnostic and Statistical Manual of Mental Health Disorders (DSM), will be served based on medical necessity, partner priorities and available funding.

Individuals are eligible for LEO-MRS if they have a physical or mental impairment that results in a substantial impediment to employment and if they require LEO-MRS services to prepare for, secure, retain or advance in individual competitive integrated employment consistent with their unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Applicants who have been determined to have a disability under the SSDI (Title II) and/or SSI (Title XVI) program of the Social Security Act are presumed to be eligible for LEO-MRS services provided they intend to achieve an individual competitive integrated employment outcome. Such individuals will be expeditiously found eligible striving to complete within 60 days of application.

Individuals are determined eligible for LEO-BSBP if they have a visual impairment that results in a substantial impediment to employment and if they require LEO-BSBP services to prepare for, obtain, retain or advance in individual competitive integrated employment consistent with their unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. The

individual must have a visual impairment as defined by 1978 Public Act 260, Legal Blindness: Visual acuity with best correction must be 20/200 or worse in the better eye or his/her visual fields must subtend an angle of less than 20 degrees in each eye; or must have a visual acuity with best correction 20/100 or worse in the better eye with a prognosis of rapid deterioration or must have visual fields that subtend an angle of less than 40 degrees in each eye with a prognosis of rapid deterioration. Applicants who have been determined to have a disability under the SSDI (Title II) and/or SSI (Title XVI) program of the Social Security Act and meet LEO-BSBP's definition of visual impairment are presumed to be eligible for LEO-BSBP services provided they intend to achieve an individual competitive integrated employment outcome.

Collaborative Employment Planning

The Partners value individual competitive integrated employment as the most effective means to achieve independence, community integration and self-sufficiency. Individual competitive integrated employment may be full or part-time, in which the individual is paid at or above minimum wage but not less than the customary wage and level of benefits for all workers as further defined by the WIOA.

Contracted provider networks are expected to develop an IPOS utilizing a person-centered planning process, reviewed at least annually. All individuals are to be afforded the opportunity to pursue individual competitive integrated employment. Each time a pre-planning meeting is held to prepare for a person's plan of service; an individual's options for work are expected to be explored and are documented. When an individual is interested in pursuing individual competitive integrated employment, such interest and goal is documented in the individual's IPOS. Then each contracted provider network refers that person to the designated employment team as applicable to determine needed employment services. The contracted provider network and/or employment team also most often help the person seek LEO-MRS or LEO-BSBP services as applicable.

LEO-MRS or LEO-BSBP review existing documentation, conduct a comprehensive assessment of rehabilitation needs when required and if needed, may purchase, coordinate or provide a variety of evaluations to fully consider an individual's strengths, resources, priorities, concerns, abilities, and capabilities, taking into account the individual's interests and informed choice. An IPE is then developed that specifies the job goal and the supports and services necessary to achieve the goal.

When contracted provider networks, LEO-MRS or LEO-BSBP are working optimally on behalf of joint customers, LEO-MRS or LEO-BSBP build upon meaningful employment planning, documentation, and work history that a contracted provider network has available regarding a joint customer. Doing so promotes the most efficient and expeditious process for the customer to achieve individual competitive integrated employment based on the person's skills and interests. The contracted provider network case manager or "employment specialist" and the LEO-MRS or LEO-BSBP counselor can work collaboratively and LEO-MRS or LEO-BSBP may, if needed, purchase, coordinate or provide additional evaluations for the customer and counselor to develop the IPE.

Employment Models/Strategies

A contracted provider network and local LEO-MRS or LEO-BSBP offices may agree to jointly implement a specific employment model or strategy such as Supported Employment, Individual Placement and Supports (IPS), Customized Employment, Person-Centered Planning or Motivational Interviewing to facilitate the employment of joint customers. When local communities jointly agree to implement specific models or strategies, these approaches can be jointly funded the agencies through typical funding streams or may be supported by an Interagency Cash Transfer Agreement (ICTA) agreement, other agreement, or funding options if an ICTA is not viable at the time. When specific models or strategies are agreed upon and utilized, all the Partners required policies still apply.

Supported Employment Services including Customized Employment

Before spending supported employment dollars, or when the customer and LEO-MRS or LEO-BSBP counselor write an IPE that includes Supported Employment Services, LEO-MRS or LEO-BSBP has the responsibility to identify the source of long-term follow-along services/extended services in the IPE. The source of long-term follow-along services/extended services may be an organization other than a contracted provider network such as through the publicly funded network, natural/family supports, or the employer.

Once an individual begins employment, LEO-MRS or LEO-BSBP may provide supported employment services for up to 24 months or until employment is stabilized (as outlined below). Youth with disabilities may receive up to four years of extended services provided by LEO-MRS or LEO-BSBP until the student reaches the age of 25 or such services are available through another provider of extended services. Services are subject to the customer's informed choice and LEO-MRS or LEO-BSBP policies and procedures for service authorization and approval as well as being consistent with the customer's goals and objectives in the IPE.

Upon stabilization in individual competitive integrated supported employment, the LEO-MRS or LEO-BSBP Counselor will communicate with the customer and the extended service provider to coordinate so the transition to the extended service provider is successful. The customer is considered to have achieved stabilization when the Counselor, with input from the job coach/employment specialist, employer and individual, confirms that the initial intensive services identified on the IPE have resulted in: the individual demonstrating acceptable job performance and a reasonable expectation that satisfactory job performance will be maintained with the individual based on ongoing support services being provided.

It is an expectation that communication with the contracted provider network continue on an ongoing basis to forecast stabilization. As a guideline, this communication should increase within 60 days prior to anticipate transition from LEO-MRS or LEO-BSBP to the contracted provider network. In individual competitive integrated supported employment, the LEO-MRS or LEO-BSBP Counselor will communicate with the customer and the long-term follow-along/extended service provider to coordinate so the transition to the extended service provider is successful. When this transition is to a

contracted provider network, they will determine the type, amount, frequency and duration of the service(s) that the individual needs to maintain individual competitive integrated employment. It is expected that at the point of transition from LEO-MRS or LEO-BSBP- funded Supported Employment to long-term follow-along/extended services provided by the contracted provider network, the contracted provider network will consider LEO-MRS or LEO-BSBP recommendations regarding the type and amount of long-term follow-along services/extended services needed.

MDHHS-BHDDA requires that when LEO-MRS or LEO-BSBP and a contracted provider network have a joint customer who has achieved stabilization in individual competitive integrated employment, including supported employment, the contracted provider network will provide individualized long-term follow-along services/extended services. The long-term follow-along services/extended services will be included in the IPOS at the point they are first needed and as long as they may be needed, as determined by the individual and the contracted provider network. Consistent with best practice and medical necessity, the amount of long-term follow along services/extended services needed is expected to decline over time until a maintenance level is reached (or the person makes an informed choice not to have a maintenance level of service included in the IPOS). The long-term follow-along services/extended services will be provided if the:

- Person remains eligible.
- Person needs and/or requests such services and they are medically necessary.
- Services are:
 - Individualized; and
 - Community-based, taking place in integrated work settings; and
 - For beneficiaries with severe disabilities who require ongoing intensive supports to maintain individual competitive integrated employment such as a job coach, employment specialist, or personal assistant; or
 - For beneficiaries who require intermittent or diminishing amounts of supports to maintain individual competitive integrated employment from a job coach, employment specialist or personal assistant.

LEO-MRS or LEO-BSBP will identify above long-term follow-along services/extended services provider in the individual's Individualized Plan for Employment (IPE).

Students with Disabilities in Secondary Education

As applicable, the Partners ensure employment services to Students with Disabilities are provided in secondary education while not duplicating or supplanting services provided by the school system.

LEO-MRS or LEO-BSBP have counselors assigned to secondary schools in each school district and have processes in place to provide vocational rehabilitation services to students seeking individual competitive integrated employment. LEO-MRS or LEO-BSBP has a specific requirement to provide Pre-Employment Transition Services to all students with disabilities that need such services. Pre-employment Transition Services can be provided prior to application, in application, eligibility or IPE

status. Individualized vocational rehabilitation services, including supported employment services, may be provided to eligible students with disabilities in secondary education.

MDHHS-BHDDA requires early informational outreach efforts by contracted provider networks for youth by age 16 within local school districts to best assure the student transitions to individual competitive integrated employment, including supported employment, and has, as needed, long term follow-along supports to maintain this employment.

Coordination of Resources

Achieving individual competitive integrated employment outcomes for individuals with disabilities including those with the most significant disabilities requires coordination of services, maximization of resources, braided funding, and resource sharing. The Partners have options available to braid and maximize resources and services for joint customers served under this agreement.

- Supported Employment Funds (Title VI) are limited to Supported Employment Services provided after the development of the IPE and can be utilized for activities to support individuals once they are placed on a Supported Employment worksite. Services can be provided 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 IPE. The IPE may also include services, funded by general vocational rehabilitation dollars, to assist a customer to obtain individual competitive integrated employment.
- Medicaid resources may be utilized by the contracted provider network consistent with Medicaid Guidelines.
- Interagency Cash Transfer Agreements (ICTAs) may be established that use non-federal dollars as contribution for the purpose of capturing additional federal vocational rehabilitation funds to expand and enhance vocational rehabilitation services to individuals with disabilities.
- Third Party Cooperative Arrangements (TPCAs) are agreements where cooperating partner staff have been redirected to provide direct vocational rehabilitation services pursuant to the TPCA. Based on the time spent providing vocational rehabilitation services, the allocable portion of the cooperating partner's staff's salary may be certified for use as non-federal share to capture federal matching funds.
- Private contributions are funds received from private individuals or organizations and can be used to the extent allowable consistent with regulatory guidelines.

MDHHS-BHDDA will encourage contracted provider networks to work with local public agencies and LEO-MRS or LEO-BSBP to develop three-way local agreements that utilize non-federal dollars to leverage additional funding through the above options to expand resources; increase employment services and options; and increase employment outcomes for job seekers eligible for both specialty behavioral health services and LEO-MRS or LEO-BSBP in order to maximize resources.

Comparable Benefits/Payer of Last Resort

Each Partner has a responsibility to access comparable benefits when providing employment services to eligible customers, but this should not be a barrier to either partner providing employment services

to joint customers. It is allowable to braid resources from LEO-MRS or LEO-BSBP and a contracted provider network to support individuals seeking to obtain, maintain, retain to or advance in individual competitive integrated employment, including supported employment. A person may open with LEO-MRS or LEO-BSBP and be receiving LEO-MRS or LEO-BSBP- funded service(s) while also receiving service(s), including Supported Employment service(s), from a contracted provider network if:

- The service(s) concurrently provided by a contracted provider network are intended to supplement/complement service(s) provided by LEO-MRS or LEO-BSBP.
- There is no duplication of payment for the same service element(s); and
- There is no duplication of payment for the delivery of face-to-face services provided to an individual during a specific period (e.g. the same 15-minute unit of time).

Examples of braiding resources in the best interest of an individual's success might include but are not limited to:

A contracted provider network is supporting an individual in a group employment (recognized by LEO-MRS or LEO-BSBP as nonintegrated) setting, and LEO-MRS or LEO-BSBP are providing vocational counseling and job placement towards an individual competitive integrated employment setting, or

- A contracted provider network provides long-term follow-along services and LEO-MRS or LEO-BSBP provides job development to help an individual advance in individual competitive integrated employment, or
- A contracted provider network supports career exploration or job shadows while the individual is applying for LEO-MRS or LEO-BSBP, and after the IPE is developed LEO-MRS or LEO-BSBP provides job placement and job coaching until the transition to the contracted provider network for long-term follow-along services.

A contracted provider network may provide employment services prior to the completion of assessments and eligibility determination by LEO-MRS or LEO-BSBP. Each contracted provider network should refer individuals to LEO-MRS or LEO-BSBP as appropriate to braid services most effectively. Conversely, LEO-MRS or LEO-BSBP may provide vocational rehabilitation services prior to the completion of eligibility for services from a contracted provider network.

An ICTA is not required for contracted provider network customers to access and receive services from LEO-MRS or LEO-BSBP. When a contracted provider network and LEO-MRS or LEO-BSBP office have an ICTA agreement, the service provision and payment responsibilities of each party should be delineated in the agreement so there is clarity around the funding and provision of employment services.

Documentation is maintained by the authorizing contracted provider network specifying that the supported employment service component(s) being provided with funding from the contracted provider network is not otherwise available at the same time to the

individual under a program funded under Section 110 of the Act or WIOA. “Not otherwise available” may include situations where the service components(s) needed by the individual are not available without undue delay that would prevent an individual’s ability to achieve her/his desired employment outcome (e.g. a job offer otherwise available to the individual could not be accepted and therefore the job offer would be lost; or a job secured could not be started or kept/maintained due to lack of necessary supports).”

511 – Subminimum Wage Positions

Community Rehabilitation Organizations that employ individuals in subminimum wage positions will work with LEO-MRS or LEO-BSBP to identify individuals currently earning subminimum wage in order to meet the obligation under WIOA to provide career counseling and information and referral services as prescribed in the law. Within this process LEO-MRS or LEO-BSBP will encourage the pursuit of individual competitive integrated employment to enable the individual to receive needed information and services to achieve individual competitive employment outcomes.

Review of this Interagency Agreement

At least six months prior to the expiration of this agreement, the Partners administrative leadership will convene to review this interagency agreement for needed updates, review available aggregate performance outcome data, and determine the need for state level workgroups on any specific issues. Additional meetings will be convened more frequently if/as needed.

Definitions

Employment services provided by LEO-MRS, LEO-BSBP or the contracted provider network are intended to assist persons with disabilities to prepare for, obtain, retain or advance in individual competitive integrated employment. For students with disabilities that are still in secondary education with an Individual Education Program (IEP), these services are often delivered in conjunction with Individual Disabilities Education Act of 2004 services provided by Local Education Agencies.

The following definitions are provided for further clarification:

Comparable Benefits/Payer of Last Resort:

Services and benefits that are provided or paid for, in whole or in part, by other federal, state, or local public agencies, by health insurance, or by employee benefits; available to an individual when needed to ensure that the consumer can meet the employment outcome in their IPE or IPOS. It is allowable to braid resources from LEO-MRS or LEO-BSBP and a contracted provider network or other community organizations to support an individual seeking to prepare for, obtain, retain or advance in individual competitive integrated employment.

Individual Competitive Integrated Employment [WIOA-34 CFR 361.5(9)]:

- Is performed on a full-time or part-time basis (including self-employment).
- The individual is compensated at a rate that;
 - Is not less than the higher of the rate specified in the Fair Labor Standards Act of 1938, or the State minimum wage law.
 - 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.
 - 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.
 - Is eligible for the level of benefits provided to other employees.
- Is seen as individual integrated employment at a location that is typically found in the community;
- The employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (*e.g.*, customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and
- Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

Customized Employment:

Customized employment is a subset of supported employment. It is designed to meet the specific abilities of an individual and the business needs of an employer. This service option may be provided when the assessment of rehabilitation needs indicates that the nature and severity of the individual's disability is such that they need flexible strategies, such as job creation by the placement specialist working with an employer to facilitate placement by customizing a job description. Customization may include developing a set of job duties; establishing a work schedule and job arrangement; determining the specifics of supervision (including performance evaluation and review); and identifying a job location.

Extended Services:

Ongoing support services and other appropriate services that are needed to support and maintain an individual with a most significant disability including a youth with a most significant disability, in supported employment; organized or made available, singly or in combination, in such a way as to assist an eligible individual in maintaining supported employment; based on the needs of an eligible individual, as specified in an individualized plan for employment; provided by a State bureau, a private nonprofit organization, employer, or any other appropriate resource, after an individual has made the transition from support from LEO-MRS or LEO-BSBP.

Extended services may only be provided to youth with the most significant disabilities by LEO-MRS or LEO-BSBP up to four years.

Long-Term Follow-Along Services:

The contracted provider network will determine the type, amount, frequency, and duration of the service(s) that the individual needs to maintain individual competitive integrated employment as noted in the person's IPOS.

Individual Placement and Support:

An evidence-based practice employment practice championed by BHDDA for only recognized sites maintaining required fidelity levels/standards for people with serious mental illness that utilizes rapid placement, zero exclusion, competitive integrated jobs, and other core principles. This model focuses on an individual's strengths and assists people into employment of their choosing using a multidisciplinary team approach.

Individual Plan for Employment (IPE):

The IPE must be developed by the LEO-MRS or LEO-BSBP Counselor and the individual to achieve a specific employment outcome, as defined in 34 CFR 361.5(c)(15), that is selected by the individual consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. 34 CFR 361.45(b)(2)

Individual Plan of Service (IPOS):

The document that identifies the needs and goals of the individual beneficiary and the medical necessity, amount, duration, and scope of the services and supports to be provided. For beneficiaries receiving mental health or intellectual/developmental disabilities services, the individual plan of service must be developed through a person-centered planning process. In the case of minors with intellectual/developmental disabilities, serious emotional disturbance or mental illness, the child and his family are the focus of service planning, and family members are an integral part of the planning process.

Ongoing Support Services by LEO-MRS or LEO-BSBP:

Services that are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment; are identified based on a determination by LEO-MRS or LEO-BSBP of the individual's need as specified in an IPE;

are furnished by LEO-MRS or LEO-BSBP from the time of job placement until transition to extended/ongoing support services, unless post-employment services are provided following transition. Extended services are provided by one or more sources throughout the individual's term of employment in a specific job placement; include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability based on:

- At a minimum, twice-monthly monitoring at the worksite of each individual in supported employment; or
- If under specific circumstances, especially at the request of the individual, the individualized plan for employment provides for off-site monitoring, twice monthly meetings with the individual.

Consists of:

- Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs
- The provision of skilled job trainers who accompany the individual for intensive job skill training at the work site.
- Job development and training.
- Social skills training.
- Regular observation or supervision of the individual.
- Follow-up services including regular contact with the employers, the individuals, the parents, family members, guardians, advocates or authorized representatives of the individuals, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement; facilitation of natural supports at the worksite; and
- Any other service identified in the scope of vocational rehabilitation services.

Person-Centered Planning Process:

A process-oriented approach to empowering people with disabilities that focuses on individual needs by putting the person in charge of defining the direction for their lives, not on the systems that may or may not be available to serve them.

Pre-Employment Transition Services:

- Job exploration counseling.
- 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 integrate environment to the maximum extent possible.
- Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education.
- Workplace readiness training to develop social skills and independent living; and

- Instruction in self-advocacy, which may include peer mentoring.

Student:

"Student with a Disability, " in general, means an individual with a disability in a secondary, postsecondary, or other recognized education program who:

- Is not younger than the earliest age for the provision of transition services (which is 14 in the state of MI for BSBP and MRS) under section 614(d)(1)(A)(i)(VIII) of the Individuals with Disabilities Education Act (20 U.S.C. 1414(d)(1)(A)(i)(VIII)); or
- If the State involved elects to use a lower minimum age for receipt of pre-employment transition services under this Act, is not younger than that minimum age; and
- Is not older than 21 years of age; or (2) If the State law for the State provides for a higher maximum age for receipt of services under the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), is not older than that maximum age; and
- Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.); or (2) Is a student who is an individual with a disability, for purposes of section 504. (Authority: Sections 7(37) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(37) and 709(c)) Mi maximum age is 26.

Supported Employment:

Supported employment is individual 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 for whom individual competitive integrated employment has not historically occurred, or for whom individual competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and because of the nature and severity of their disabilities, need intensive supported employment services and extended services after the transition from support provided by LEO-MRS or LEO-BSBP, in order to perform this work.

An individual with a most significant disability has a physical or mental impairment(s) that substantially limits multiple functional capacities and requires several vocational rehabilitation services over an extended period of time to prepare for, secure, retain or regain employment. 34 CFR 361.5 (29) (30) (52).

Supported Employment Services:

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:

- Organized and made available, singly or in combination, in such a way as to assist an eligible individual to achieve individual competitive integrated employment.
- Based on a determination of the needs of an eligible individual, as specified in an individualized plan for employment.
- Provided by LRO-MRS or LEO-BSBP for a period of time not to exceed 24 months, unless under special circumstances the eligible individual and the rehabilitation counselor jointly agree to extend the time to achieve the employment outcome identified in the individualized plan for employment.
- 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.

Youth:

LEO-MRS or LEO-BSBP definition: An individual with a disability who is not younger than 14 years of age; and not older than 24 years of age. (When the individual turns 25 they are no longer a Youth.)

MDHHS-BHDDA definition: An individual with a disability commencing at 16 years of age; and not older than 26 years of age.

4. Amount & Source of Financing

Funding is not required under this agreement.

5. Performance/Progress Reporting

Performance/Progress Reporting is not required under this agreement.

6. Federal Funding Regulations

Federal funding regulations is not required under this agreement.

7. Termination & Amendments

Either party may terminate this IA at any time by giving 30 days prior written notice to the other party. This IA may be amended upon written approval of both parties at any time.

8. Notices

All notices and other communications required or permitted under this IA must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to LEO-MRS:	If to LEO-BSBP
Nate Kammer Departmental Specialist	Sue Luzenski with cc Bill Robinson Bill Robinson, Bureau Director

kammern@michigan.gov 517-342-4090	robinsonw7@michigan.gov Sue Luzenski Departmental Specialist luzenskis@michigan.gov 517-335-7124
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If to MDHHS-BHDDA:
Brenda Stoneburner Manager stoneburnerb@michigan.gov 517-335-4419

9. Program Manager

The Program Manager for each party will monitor and coordinate the day-to-day activities of the IA (each a “**Program Manager**”):

If to LEO-MRS:	If to LEO-BSBP
Melissa Potter Rehabilitation Consultant potterm7@michigan.gov 517-282-4471	Lisa Kisiel Field Services Division Director kisiell@michigan.gov 269-337-3238

If to MDHHS-BHDDA:
Joe Longcor Supported Employment Specialist longcorj@michigan.gov 517-241-1730

10. Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this IA.

- a. Meaning of Confidential Information. For the purposes of this IA, the term “Confidential Information” means all information and documentation of either party that:
 - 1) Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party.

- 2) If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning.
- 3) Should reasonably be recognized as confidential information of the disclosing party.
- 4) Is unpublished or not available to the general public; or
- 5) Is designated by law as confidential.

The term “Confidential Information” does not include any information or documentation that was:

- 1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA).
- 2) Already in the possession of the receiving party without an obligation of confidentiality.
- 3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights.
- 4) Obtained from a source other than the disclosing party without an obligation of confidentiality.
- 5) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, though, or on behalf of, the receiving party).

- b. Obligation of Confidentiality. The parties agree that they will use Confidential Information solely for the purposes of this IA. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this IA or to use such Confidential Information for any purposes whatsoever other than the performance of this IA. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible when all the following are met:

- 1) Use of a subcontractor is authorized under this IA.
- 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
- 3) The subcontractor agrees to maintain Confidential Information in confidence in a written contract.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Each party must notify the other party within one business day after discovering any unauthorized use or disclosure of Confidential Information. Each party will cooperate with the other party to regain possession of Confidential Information, to prevent further unauthorized use or disclosure of Confidential information, and to notify any appropriate person of the unauthorized use or disclosure of Confidential

Information. In addition, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this IA and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

11. Dispute Resolution

The parties will endeavor to resolve any IA dispute in accordance with this provision. The dispute will be referred to the parties' respective Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved unless the dispute precludes performance.

12. Waiver

Failure to enforce any provision of this IA will not constitute a waiver.

13. Entire Interagency Agreement

This IA is the entire agreement and replaces all previous agreements between the parties for the IA activities.