

# Supported Employment Payment Protocol Manual

## **Milestones and Payment for Services**

DIVISION OF BEHAVIORAL HEALTH  
NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FINAL 11/24/14

## Table of Contents

<b>BACKGROUND .....</b>	<b>3</b>
<b>FEDERAL SUPPORTED EMPLOYMENT DEFINITION.....</b>	<b>3</b>
<b>STATE OF NEBRASKA SUPPORTED EMPLOYMENT DEFINITION .....</b>	<b>4</b>
<b>SE CONSUMER REFERRAL PROCESS AND MILESTONES 1-5 .....</b>	<b>5</b>
<b>Consumer Referral Process .....</b>	<b>6</b>
<b>Milestones 1-5 .....</b>	<b>6-9</b>
<b>Summary Chart Of Milestone Payment System .....</b>	<b>10</b>
<b>MILESTONE QUICK REFERENCE AND REPORTING FORMS .....</b>	<b>11</b>
<b>Milestone Quick Reference Chart.....</b>	<b>12</b>
<b>SE Milestone 1 Report Form .....</b>	<b>13</b>
<b>SE Milestone 2 Report Form .....</b>	<b>14</b>
<b>SE Milestone 3 Report Form .....</b>	<b>15</b>
<b>SE Milestone 4 Report Form .....</b>	<b>16</b>
<b>SE Milestone 5 Report Form .....</b>	<b>17</b>
<b>MILESTONE PAYMENT FORMS AND FLEX FUNDS.....</b>	<b>18</b>
<b>Report Form Payment Process.....</b>	<b>19</b>
<b>BH-SE1 Summary Billing Form .....</b>	<b>20</b>
<b>BH-4 SE Benefits Analysis Expense Reimbursement Document .....</b>	<b>21</b>
<b>BH-4 SE Transition Funding Expense Reimbursement Document .....</b>	<b>22</b>
<b>SE Supported Employment Flex Funds Guidance.....</b>	<b>23</b>
<b>BH-SE1 Flex Funds Consumer Billing Form .....</b>	<b>24</b>
<b>MEMORANDUM OF UNDERSTANDING FOR SUPPORTED EMPLOYMENT SERVICES.....</b>	<b>25-30</b>

# THE NEW SUPPORTED EMPLOYMENT PAYMENT SYSTEM

## *Milestones and Payment Protocols*

### BACKGROUND

The Division of Behavioral Health and Nebraska Vocational Rehabilitation (VR) have partnered to provide Supported Employment (SE) services as effectively and efficiently as possible for to Nebraskans with serious mental illness. New joint SE Milestones and Payment Protocols will be implemented beginning October 1, 2014. Both agencies have signed a Memorandum of Understanding (August 2008) agreeing to partner in the development of these processes to improve Supported Employment services in Nebraska. [Note: The MOU for SE Services is included at the end of this protocol manual.]

A pilot study was undertaken in March 2014 – May 2014 to test the new milestones and measure the revenues that would be secured by providers with the new milestone payment system. The data from the pilot study was compiled, compared to the previous funding method and reported to the BH Regions and providers in August 2014. Behavioral Health Regions and SE providers participated in a survey to report financial and personnel data in order to develop a cost model that would determine a rate for long term support staff hours in Milestone 5.

A series of statewide group, and individual region/provider conference calls were held from February through September 2014 to allow for stakeholder feedback, discussion, clarifications and questions about the operation of the new payment system. Based on the feedback and discussion, adjustments were made to the process to pay for SE and final decisions were made to move forward with implementation of the new Milestones and Payment System beginning October 1, 2014.

### FEDERAL SUPPORTED EMPLOYMENT DEFINITION

Rehabilitation Act of 1973 as Amended  
Title I - Vocational Rehabilitation Services  
Section 7 (35-36) - Definitions.

\*Nebraska VR and DBH will be working under the Rehabilitation Act of 1973 as Amended with the caveat of possible changes coming from the Workforce Investment Opportunity Act of August 2014.

#### **Basic Definition**

##### **(A) In General**

The term "supported employment" means competitive work in integrated work settings, or employment in integrated work settings in which individuals are working toward competitive work, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals, for individuals with the most significant disabilities -- for whom competitive employment has not traditionally occurred; or for whom competitive employment has been interrupted or intermittent as a result of a significant disability; and who, because of the nature and severity of their disability, need intensive supported employment services for the period, and any extension, and extended services after the transition in order to perform such work.

##### **(B) Certain transitional employment**

Such term includes transitional employment for persons who are individuals with the most significant disabilities due to mental illness.

### Service Expectations

The term "supported employment services" means ongoing support services and other appropriate services needed to support and maintain an individual with a most significant disability in supported employment, that —

- (A) Are provided singly or in combination and are organized and made available in such a way as to assist an eligible individual to achieve competitive employment;
- (B) Are based on a determination of the needs of an eligible individual, as specified in an individualized plan for employment; and
- (C) Are provided by the designated State unit *for a period of time not to extend beyond 18 months post job stabilization*, unless under special circumstances the eligible individual and the rehabilitation counselor or coordinator involved jointly agree to extend the time in order to achieve the employment outcome identified in the individualized plan for employment.

## STATE OF NEBRASKA SUPPORTED EMPLOYMENT DEFINITION

### Basic Definition

Supported Employment is designed to provide recovery and rehabilitation services and supports to consumers engaged in community-based competitive employment-related activities in normalized settings. A Supported Employment team provides assistance with all aspects of employment development as requested and needed by the consumer. The intent of the service is to support the consumer in the recovery process so the consumer's employment goals can be successfully obtained.

### Service Expectations

- Initial employment assessment completed within one week of program entry.
- Individualized Employment Plan developed with consumer within two weeks of program entry.
- Assistance with benefits orientation and analysis through Nebraska Vocational Rehabilitation for consumers who are eligible for or potentially eligible but not receiving benefits from Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI).
- Individualized and customized job search with consumer.
- Employer contacts based on consumer's job preferences and needs and typically provided within one month of program entry.
- On-site job support and job skill development as needed and requested by consumer.
- Provide diversity in job options based on consumer preference including self-employment options.
- Follow-along supports provided to employer and consumer.
- Participation on consumer's treatment/rehabilitation/recovery team as needed and requested by consumer including crisis relapse prevention planning.
- Employment Plan reviewed and updated with consumer as needed but not less than every six months.
- Services reflect consumer preferences with competitive employment as the goal and are integrated with other services and supports as requested by consumer.
- Frequency of face-to-face contacts based upon need of the consumer and the employer.
- Job Development activities.
- All services must be culturally sensitive.

**Supported Employment  
Consumer Referral Process**

**And**

**Milestones 1-5**

## PROCESS FOR CONSUMER REFERRAL TO SUPPORTED EMPLOYMENT

**Step 1:** A consumer is referred to VR for services.

- VR will do an initial interview and complete an application.
- VR determines eligibility for the VR program.
- VR provides a Benefits Orientation.
- VR develops an individual Plan of Employment.
- Other services may include:
  - career exploration
  - identification of needed community supports
  - paid work experience.

**Step 2:** A referral is made by the VR Specialist to the Supported Employment Provider, if the consumer and VR Specialist agree that Supported Employment is needed for her/him to be successfully employed. The referral information includes:

- a copy of the Plan of Employment,
- any VR exploration materials,
- a copy of the career notebook if used,
- a job history,
- a summary of the Benefits Orientation.

**Step 3:** VR will make a referral for Benefits Analysis to the VR Benefits Partner (Easter Seals). The Benefits Analysis by the VR Benefits Partner will occur during work on Milestone 1.

### WORK TO BE ACCOMPLISHED IN MILESTONES

**PRE-SUPPORTED EMPLOYMENT** (by VR - see Process for Consumer Referral to SE above)

- A consumer is referred to VR for services.
- VR works with consumer to develop an Individual Plan of Employment (IPE) for SE.
- The employment plan is developed and approved.
- If VR identifies an individual with most significant disabilities and who needs Supported Employment, the consumer is referred to a Supported Employment Provider.

### **MILESTONE 1: PLAN FOR EMPLOYMENT AND JOB DEVELOPMENT**

#### **SERVICES EXPECTED**

- SE provider reviews all documentation from VR, completes Intake and services are initiated.
- SE provider notifies VR SE liaison of consumer's acceptance to SE program.
- SE program staff develops Job Search Plan.
- A Job Search Plan is approved by the Consumer.

**NOTE:** *Benefits Analysis will be provided by the VR Benefits Partner at the same time the consumer and SE Employment Specialist are working on Milestone 1.*

#### **DOCUMENTATION REQUIRED (in consumer file and/or on M-1 Form)**

- A written Job Search plan is signed by the consumer.
- The plan includes the following:
  - Consumer's strengths
  - Consumer's job preferences
  - IPE goal and other acceptable option for employment

- Benefits orientation was completed – documentation from VR in consumer file.
- If needed, VR refers the consumer to their Benefits Partner (Easter Seals) for detailed Benefits Counseling.
- **NOTE:** During transition and until April 1, 2014, the provider will explain on the M-1 why Benefits Analysis was needed and who did it, if not Easter Seals.
- Job expectations include:
  - Time status (part/full time),
  - Wage expected, and
  - Benefits needed.
- Supports needed include: transportation, coaching, assistive technology, job accommodations
- Barriers to employment (poor job record, criminal justice history, medical impairments).
- A list of businesses which reflect the employment goal.
- Approach to document satisfaction by consumer & employer.
- Plan signed by the consumer for Job Development services to begin.

#### **PAYMENT SOURCE AND AMOUNT**

**VR - \$1000**

**SE Milestone-1 Form is completed**

### **MILESTONE 2: JOB SEARCH AND PLACEMENT**

#### **SERVICES EXPECTED**

- SE staff assist consumer in finding a job.
- Consumer is hired by an employer.
- There is one “start job” payment per consumer per year. If an additional payment is needed for a consumer, a written request explaining why it is needed must be sent to DHHS/DBH.
- Services to receive the start job payment include implementation of the Job Search Plan.

#### **DOCUMENTATION REQUIRED (in consumer file and/or on M-2 Form)**

(Must be completed by SE Employment Specialist 5 business days after consumer starts new job):

- Name and address of employer
- Job title and job tasks
- Start date
- Hours per week
- Schedule
- Pay rate
- Benefits consumer is receiving
- Accommodations
- Revised Employment Plan based on job placement.

#### **PAYMENT SOURCE AND AMOUNT**

**DHHS/DBH - \$1,000**

**SE Milestone-2 Form is completed**

- Only one SE M-2 payment will be made per consumer per 12-month period.
- If an additional payment is needed or a consumer, the SE Provider must submit a written request to DHHS/DBH explaining why it is needed and included documentation of all agency activity taken to assist the consumer in retaining the job. The written request must document the circumstance of the job loss, any determination of initial job appropriateness for the consumer, skills and activities taught or completed that may have mitigated events that lead to the job loss, and summarize any other activities by the SE Provider to support the consumer’s success with employment. DHHS may approve or deny the additional payment at its discretion.

### **MILESTONE 3: JOB STABILIZATION AND COACHING**

#### **SERVICES EXPECTED**

- Job stabilization means the consumer is working at the job, and coaching time has leveled off becoming predictable.
- There is agreement between the consumer, Employment Specialist and Nebraska Vocational Rehabilitation Counselor on achieving job stabilization.
- Consumer must be on job at least 30 days.

#### **DOCUMENTATION REQUIRED (in consumer file and/or on M-3 Form)**

- Feedback from employer on 30 days job satisfaction or documentation of why feedback is not available.
- Feedback from consumer on 30 days job satisfaction
- Employment Plan is updated by Employment Specialist, as needed. Plan documents any identified training and supports needed to continue successful employment.

#### **PAYMENT SOURCE AND AMOUNT**

**VR - \$1500**

**SE Milestone-3 Form is completed**

### **MILESTONE 4: VR CLOSURE AND JOB RETENTION PLAN**

#### **SERVICES EXPECTED**

- The VR Counselor, Employment Specialist, the consumer, and others (agreed to by consumer) start preparing the Job Retention plan.
- The focus of the Job Retention Plan is on identifying specific long term supports that will be needed. The Job Retention Plan should have the following items:
  - Consumer Contact: (projected number of times per month) specify face to face, email, phone or text.
  - Employer Contact: (projected number of times per month) specify face to face, email, phone or text.
  - Develop Natural Supports
  - Job Retention & Maintenance Skills
  - Symptom Management
  - Benefits Monitoring (Social Security, Medicaid, housing, food stamps)
  - Anticipated Discharge Date from SE
  - Consumer's Signature
- Work on this plan starts 60 days into a consumer successfully working a job.
- The job retention plan describes the long term support strategy needed to help the consumer keep the job into the future.
- The Job Retention Plan is submitted to VR and DBH 90 days after starting new job, upon agreement of provider and VR.
- The Job Retention Plan is on file with VR and DBH.
- VR closes the case.

#### **DOCUMENTATION REQUIRED (in consumer file and/or on M-4 Form)**

- Written plan signed by the consumer, VR Counselor, and SE Employment Specialist.
- Feedback from employer on 90 day job satisfaction or documentation of why feedback is not available.
- Feedback from consumer on 90 day job satisfaction.
- List specific follow-along supports needed by employer & consumer.



- The use of natural supports and/or other DBH funded services as needed. The plan does not necessarily require the use of an Employment Specialist.
- A crisis relapse prevention plan as specified in the job retention plan.
- Update on wages and hours.
- An anticipated discharge date from SE is noted on the M-4 (18 months from job stabilization per federal requirement).

**PAYMENT SOURCE AND AMOUNT**

**VR - \$1500**

**SE Milestone-4 Form is completed**

**MILESTONE 5: LONG TERM SUPPORTS**

**SERVICES EXPECTED**

- The Job Retention Plan is implemented.
- The consumer continues to work.
- The consumer may continue to receive rehab and/or treatment services, based on the service plan, to assist in managing symptoms of the behavioral health disorder and retaining employment.
- There are ongoing DBH funded supports after VR closes the case.
- A consumer may be in SE (including Long Term Supports up to 18 months from date of job stabilization (see federal definition and requirement)).
- **NOTIFY DBH at 16 months if more time is needed for Long Term Support. DBH and VR approval are required.**
- Clinical coordination continues.
- Discharge as soon as possible when consumer is independent on a job.

**DOCUMENTATION REQUIRED (in consumer file and/or on M-5 Form)**

- Monthly feedback from employer or documentation of why feedback is not available.
- Monthly feedback from consumer
- Behavioral health supports are continued as needed per the Job Retention Plan.
- The plan does not require the use of an SE Employment Specialist to provide ongoing long term support.
- Describe specific supports from Job Retention Plan that are used and billed by SE program staff.
- Support work carried out by the SE provider staff is documented on the M-5 report form.
- The M-5 form reports actual work and hours completed by staff during the consumer's post-VR independent employment.
- Job Retention Plan for each individual must be submitted with the Initial Milestone 5 payment request.

**PAYMENT SOURCE AND AMOUNT**

**DBH - \$68.08 per Staff Hour**

**SE Milestone-5 Form is completed**

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**SUMMARY CHART OF MILESTONE PAYMENT SYSTEM**

<b>Milestone</b>	<b>Funding Source</b>	<b>Amount</b>	<b>Phase of Supported Employment Service</b>
1	<b>VR</b>	\$1000	VR REFERRAL, INITIATE SERVICES, SE INTAKE, PLAN FOR EMPLOYMENT AND JOB DEVELOPMENT
2	<b>DBH</b>	\$1000	JOB SEARCH AND PLACEMENT
3	<b>VR</b>	\$1500	JOB STABILIZATION AND COACHING
4	<b>VR</b>	\$1500	VR CLOSURE AND JOB RETENTION PLAN
5	<b>DBH</b>	\$68.08 per staff hour	LONG TERM SUPPORTS

# **Milestone Quick Reference and Reporting Forms**

## QUIK REFERENCE CHART

### ***Milestones and Payments***

Nebraska VR-DHHS/DBH Behavioral Health Supported Employment

MILESTONE	DESCRIPTION/ACTIVITIES	PAYMENT	AGENCY PAYING
<b>MILESTONE 1 –</b> Referral-Initiate SE Services- Individual Employment Plan  <small>*Note: There is <b>no cap</b> on the number of consumers referred to the SE Program each year.</small>	<ul style="list-style-type: none"> <li>• VR staff develops <i>Individual Employment Plan (IPE)</i> and refers consumer to SE Program, providing all pertinent re-releasable records with referral.</li> <li>• SE program staff completes program intake, notifies VR SE liaison of consumer's acceptance to program.</li> <li>• SE program staff develops and <b>submits Job Search Plan</b> with invoice for Milestone 1.</li> </ul>	<b>\$1,000</b> - Payment upon receipt of invoice for Milestone 1	Voc Rehab
<b>MILESTONE 2 -</b> Job Search and Placement	<ul style="list-style-type: none"> <li>• SE Program staff implements Job Search Plan activities.</li> <li>• Develops resume and assists with applications matching consumer to job(s) consistent with IPE goal,</li> <li>• Contacts employer, places consumer on job,</li> <li>• Teaches job seeking skills and provides employer education as needed.</li> <li>• SE Program staff meets with VR liaison monthly to review progress.</li> <li>• Notifies VR immediately with Job information.</li> <li>• <b>Submits Milestone 2 Report</b> form to BH and sends VR a copy of report.</li> </ul>	<b>\$1,000</b> - Payment upon receipt of invoice for Milestone 2	DHHS/Division of Behavioral Health
<b>MILESTONE 3 -</b> Job Coaching and Stabilization	<ul style="list-style-type: none"> <li>• SE Program staff and consumer jointly develop job-specific strategies and accommodations.</li> <li>• SE Program staff provides on/off-site job coaching and supports to stabilize consumer on the job.</li> <li>• Maintains regular contact with employer.</li> <li>• SE Program staff &amp; VR liaison agree to the job stabilization.</li> <li>• Amend the IPE, as needed.</li> <li>• SE Program staff completes and <b>submits Milestone 3 Job Stabilization Report 30-days after job start date</b> with invoice for Milestone 3.</li> </ul>	<b>\$1,500</b> - Payment upon receipt of invoice for Milestone 3	Voc Rehab
<b>MILESTONE 4 -</b> VR Closure & Job Retention Plan	<ul style="list-style-type: none"> <li>• SE Program staff maintains regular contact with consumer and employer, building long-term natural supports for job retention.</li> <li>• The consumer, the SE provider and the VR liaison must agree to closure at minimum of 60 days post stabilization date.</li> <li>• A meeting is held to agree on successful employment outcome and plan for long-term support needs.</li> <li>• SE Program staff <b>submits Milestone 4 VR Closure and Job Retention Plan</b> with invoice for Milestone 4.</li> </ul>	<b>\$1,500</b> - Payment upon receipt of invoice for Milestone 4	Voc Rehab
<b>MILESTONE 5 -</b> Long Term Support	<ul style="list-style-type: none"> <li>• SE Program staff maintains regular contact with consumer and employer.</li> <li>• Provides long-term job supports.</li> <li>• <b>Submits invoice for ongoing long term supports</b> while gradually reducing contact as consumer becomes more independent.</li> <li>• SE provided is for a period of time not to extend beyond 18 months from job stabilization (see federal service definition requirement).</li> </ul>	Hourly Rate: <b>\$68.08</b> paid upon receipt of invoice for Milestone 5	DHHS/Division of Behavioral Health

**SE MILESTONE-1**

MILESTONE/SERVICE DATES: START: \_\_\_\_\_ END \_\_\_\_\_

Consumer Name:	Address:	Phone Number:	Email:
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**M-1 SUPPORTED EMPLOYMENT JOB SEARCH AGREEMENT**

VR Counselor:	Date Submitted:
VR IPE Job Goal:	Other Acceptable Options:
Contributions (qualities you have to offer an employer)	Preferences (things you would prefer in a job):
Requirements (things you must have to accept a job):	Environments / Jobs to Avoid:
Employment Barriers	Possible Solutions:

**Here is a list of job search skills and activities that a person will need to have the ability to do to successfully obtain employment. Please mark the activities that would be most helpful for you and the Supported Employment Specialist to do together during the job development process.**

<input type="checkbox"/> Weekly Contact	<input type="checkbox"/> Internet Search Training / Computer Access
<input type="checkbox"/> Interview Skills	<input type="checkbox"/> Keep Scheduled Appointments
<input type="checkbox"/> Job Leads / Information	<input type="checkbox"/> Arrive on Time
<input type="checkbox"/> Networking	<input type="checkbox"/> Return Calls
<input type="checkbox"/> Personal / Appearance Needs	<input type="checkbox"/> Symptom Management
<input type="checkbox"/> Cover Letter/Resume	<input type="checkbox"/> Application Assistance
<input type="checkbox"/> Benefits Monitoring (Social Security, Medicaid, housing, food stamps)	<input type="checkbox"/> Permission to Contact Employers on Behalf of Consumer for Job Advocacy and Job Retention
<input type="checkbox"/> Current Transportation Plan:	<input type="checkbox"/> Employer Advocacy / Follow-up
<input type="checkbox"/> Problem Solving	<input type="checkbox"/> Take to Job Interviews (when available)
<input type="checkbox"/> Worksite Accommodation Needs	<input type="checkbox"/> Other:
Comments (include explanation of why Benefits Analysis was needed and person/agency who did it)	

X \_\_\_\_\_  
Consumer Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Supported Employment Specialist Signature

\_\_\_\_\_  
Date

**SE MILESTONE-2**

MILESTONE/SERVICE DATES: START: \_\_\_\_\_ END \_\_\_\_\_

Consumer Name:	Address:	Phone Number:	Email:
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**M-2 SUPPORTED EMPLOYMENT JOB PLACEMENT REPORT**

DATE FAXED:	VR COUNSELOR:	JOB START DATE:
NAME OF EMPLOYER:	JOB TITLE:	
EMPLOYER ADDRESS:	JOB DUTIES:	
TELEPHONE #:	BENEFITS: <input type="checkbox"/> NONE	
SUPERVISOR:	<input type="checkbox"/> HEALTH INSURANCE <input type="checkbox"/> DENTAL	
	<input type="checkbox"/> PAID SICK LEAVE <input type="checkbox"/> PAID VACATION	
HOURLY WAGE:	HOURS PER WEEK:	<input type="checkbox"/> RETIREMENT PLAN <input type="checkbox"/> OTHER

**JOB SEARCH SUPPORTS PROVIDED:**

<input type="checkbox"/> Weekly Contact	<input type="checkbox"/> Internet Search Training / Computer Access
<input type="checkbox"/> Interview Skills	<input type="checkbox"/> Symptom Management/Coordinate with Mental Health Providers
<input type="checkbox"/> Job Leads / Information	<input type="checkbox"/> Application Assistance
<input type="checkbox"/> Networking	<input type="checkbox"/> Personal / Appearance Needs
<input type="checkbox"/> Employer Advocacy / Follow-up	<input type="checkbox"/> Problem Solving
<input type="checkbox"/> Cover Letter/Resume	<input type="checkbox"/> Worksite Accommodation Needs
<input type="checkbox"/> Benefits Monitoring (Social Security, Medicaid, housing, food stamps)	
<input type="checkbox"/> Transportation Assistance	<input type="checkbox"/> Other:

**PROJECTED INTERVENTIONS:**

<input type="checkbox"/> Job Coaching - <input type="checkbox"/> On Site <input type="checkbox"/> Off Site	<b>EMPLOYER INVOLVEMENT (CHECK ALL THAT APPLY)</b> <input type="checkbox"/> We may contact employer/supervisor about work performance <input type="checkbox"/> We may contact you at work <input type="checkbox"/> We have reviewed possible risks involved in job <input type="checkbox"/> Employer is aware of disability <input type="checkbox"/> Employer is aware of SE involvement <input type="checkbox"/> Employer Contact – _____ (# of times per month): <input type="checkbox"/> Personal/Appearance <input type="checkbox"/> Coping Skills <input type="checkbox"/> Develop Work/Life Balance <input type="checkbox"/> Other:	
<input type="checkbox"/> Consumer Contact- _____ (times per week) <input type="checkbox"/> Face to Face: <input type="checkbox"/> Phone, Email, Text:		
<input type="checkbox"/> Assistance Learning the Job		
<input type="checkbox"/> Develop Transportation Plan		
<input type="checkbox"/> Problem Solving		
<input type="checkbox"/> Conflict Resolution		
<input type="checkbox"/> Coordinate with Mental Health Providers / Symptom Management		
<input type="checkbox"/> Attendance Skills		
<input type="checkbox"/> Benefits Monitoring (Social Security, Medicaid, housing, food stamps)		
<input type="checkbox"/> Worksite Accommodations		
<b>Comments:</b>		

I verify that the information above is correct. I understand that I have a right to revoke this consent in writing if I so desire in the future.

X \_\_\_\_\_  
Consumer Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Supported Employment Specialist Signature

\_\_\_\_\_  
Date

**SE MILESTONE-3**

MILESTONE/SERVICE DATES: START: \_\_\_\_\_ END \_\_\_\_\_

Consumer Name:	Address:	Phone Number:	Email:
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**M-3 SUPPORTED EMPLOYMENT JOB STABILIZATION REPORT**

DATE FAXED:	VR COUNSELOR:	JOB START DATE:	STABILIZATION DATE:
NAME OF EMPLOYER:		JOB TITLE:	
HOURLY WAGE:	HOURS PER WEEK:	JOB DUTIES:	
<b>STABILIZATION CRITERIA:</b> <input type="checkbox"/> CONSUMER SATISFIED WITH JOB & PROGRESS <input type="checkbox"/> ON THE JOB MINIMUM OF 30 DAYS <input type="checkbox"/> CONSUMER PERFORMANCE MEETS EMPLOYER EXPECTATIONS <input type="checkbox"/> SUPPORTS ARE SUFFICIENT TO MAINTAIN JOB		BENEFITS: <input type="checkbox"/> NONE <input type="checkbox"/> HEALTH INSURANCE <input type="checkbox"/> DENTAL <input type="checkbox"/> PAID SICK LEAVE <input type="checkbox"/> PAID VACATION <input type="checkbox"/> RETIREMENT PLAN <input type="checkbox"/> OTHER EMPLOYER FEEDBACK: NAME OF EMPLOYER CONTACT:	

**SUPPORTS PROVIDED THROUGH STABILIZATION:**

**PROJECTED INTERVENTIONS:**

<input type="checkbox"/> Job Coaching - <input type="checkbox"/> On Site <input type="checkbox"/> Off Site	<input type="checkbox"/> Job Coaching - <input type="checkbox"/> On Site <input type="checkbox"/> Off Site
<input type="checkbox"/> Consumer Contact- _____ (times per week) <input type="checkbox"/> Face to Face: <input type="checkbox"/> Phone, Email, Text:	<input type="checkbox"/> Consumer Contact- _____ (times per week) <input type="checkbox"/> Face to Face: <input type="checkbox"/> Phone, Email, Text:
<input type="checkbox"/> Employer Contact – _____ (times per month): <input type="checkbox"/> NA	<input type="checkbox"/> Employer Contact – _____ (times per month): <input type="checkbox"/> NA
<input type="checkbox"/> Assistance Learning the Job	<input type="checkbox"/> Job Retention Skills
<input type="checkbox"/> Problem Solving	<input type="checkbox"/> Problem Solving
<input type="checkbox"/> Conflict Resolution	<input type="checkbox"/> Conflict Resolution
<input type="checkbox"/> Coordinate with Mental Health Providers / Symptom Management	<input type="checkbox"/> Coordinate with Mental Health Providers / Symptom Management
<input type="checkbox"/> Attendance Skills	<input type="checkbox"/> Attendance Skills
<input type="checkbox"/> Coordinate Benefits Monitoring (Social Security, Medicaid, housing, food stamps)	<input type="checkbox"/> Coordinate Benefits Monitoring (Social Security, Medicaid, housing, food stamps)
<input type="checkbox"/> Worksite Accommodations	<input type="checkbox"/> Develop Natural Supports
<input type="checkbox"/> Develop Work/Life Balance	<input type="checkbox"/> Work / Life Balance
<input type="checkbox"/> Develop Transportation Plan	<input type="checkbox"/> Transportation Assistance
<input type="checkbox"/> Personal / Appearance	<input type="checkbox"/> Personal / Appearance
<input type="checkbox"/> Coping Skills	<input type="checkbox"/> Coping Skills
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:
<b>Comments:</b>	<b>Comments:</b>

X \_\_\_\_\_  
Supported Employment Specialist Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Nebraska VR Specialist Signature

\_\_\_\_\_  
Date





**SE MILESTONE-5**

MILESTONE/SERVICE DATES: START: \_\_\_\_\_ END \_\_\_\_\_

Consumer Name:	Address:	Phone Number:	Email:
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**M-5 SUPPORTED EMPLOYMENT LONG TERM SUPPORTS**

**SUBMIT AN M-5 FORM PER CONSUMER MONTHLY IDENTIFYING SE STAFF HOURS AND SPECIFIC SUPPORT**

MONTH / YEAR SERVICE PROVIDED:		DATE FORM SENT:	
NAME OF EMPLOYER:		TOTAL TIME BILLED:	
HOURLY WAGE:	HOURS PER WEEK:	TOTAL AMOUNT BILLED: (time x SE rate @ \$68.08/hr)	
JOB TITLE & DUTIES:			
CONSUMER SATISFACTION / FEEDBACK:		EMPLOYER SATISFACTION / FEEDBACK:	
DATE INITIAL JOB RETENTION PLAN:		DATE JOB RETENTION PLAN UPDATED:	
<i>A copy of the initial plan must be submitted with the 1st M5 form per consumer.</i>			

**CONSUMER LONG TERM SUPPORT DURING MONTH** (check all that occurred)

<input type="checkbox"/> Work Performance Skills	<input type="checkbox"/> Symptom Management	<input type="checkbox"/> Natural Supports
<input type="checkbox"/> Work Related Social Skills	<input type="checkbox"/> Work / Life Balance	<input type="checkbox"/> Problem Solving
<input type="checkbox"/> Job Attendance	<input type="checkbox"/> Conflict Resolution	<input type="checkbox"/> Worksite Accommodations
<input type="checkbox"/> Coping Skills	<input type="checkbox"/> Personal Appearance	<input type="checkbox"/> Transportation
<input type="checkbox"/> Interpersonal Relationships (employer, supervisor, co-workers)	<input type="checkbox"/> Benefits Monitoring (Social Security, Medicaid, housing, food stamps)	
<input type="checkbox"/> Other	<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

**CONSUMER CONTACT FOR MONTH** (Report each event separately by exact time spent then in the total section round to 15-minute increments: .25, .5, .75, 1.00)

DATE	FACE TO FACE (amount of time)	EMAIL, PHONE, TEXT (amount of time)
<b>TOTAL</b>		

**EMPLOYER CONTACT FOR MONTH** (Report each event separately by exact time spent then in the total section round to 15-minute increments: .25, .5, .75, 1.00)

DATE	FACE TO FACE (amount of time)	EMAIL, PHONE, TEXT (amount of time)
<b>TOTAL</b>		

X \_\_\_\_\_  
Supported Employment Specialist Signature \_\_\_\_\_  
Date

X \_\_\_\_\_  
Agency Staff Signature \_\_\_\_\_  
Date

# **Milestone and Flex Funds Payment Forms**

## **MILESTONE REPORT FORMS PAYMENT PROCESS**

### **Submission of Forms**

When submitting the Milestone Form for payment, send a copy of **the Milestone 1, 2, 3 & 4 Form** to Nebraska Vocational Rehabilitation and a copy of **the Milestone 2 & 5 form** to the DHHS/Division of Behavioral Health. While Nebraska Vocational Rehabilitation does not pay Milestone 2, they need this document because the information from it drives Milestone 3. The correct agency will then process payment for the Milestone completion.

### **Nebraska Vocational Rehabilitation Process**

When submitting the copy of **Milestone 1, 2, 3 & 4 Forms**, send the VR copy to the appropriate VR payment processing location. Milestones 1, 3 and 4 will be paid by VR.

### **DHHS/DBH Process**

When submitting the copy of **Milestone 2 & 5 Forms**, send the DHHS/ Division of Behavioral Health copy to the Region. The Region will then submit the form to DHHS/DBH with the monthly billing. Milestones 2 and 5 will be paid by DHHS/DBH.

## BH-SE1 Supported Employment Milestone Summary Billing Form

NE Department of Health and Human Services  
Division of Behavioral Health

PROVIDER/REGION: \_\_\_\_\_  
BILLING FOR MONTH/YEAR: \_\_\_\_\_  
DATE SUBMITTED: \_\_\_\_\_

Effective 10-1-14

SERVICES	UNITS	RATES	DBH FUNDS	VR FUNDS	TOTAL
<b>MH – SUPPORTED EMPLOYMENT</b>					
Milestone 1		\$1,000		\$	\$
Milestone 2		\$1,000	\$		\$
Milestone 3		\$1,500		\$	\$
Milestone 4		\$1,500		\$	\$
Milestone 5		\$68.08	\$		\$
Supported Employment Flex Funds	NA	NA	\$		\$
Transitional Funding (attach BH-4)	NA	NA	\$		\$
Benefits Analysis (attach BH-4)		NA	\$		\$
<b>TOTAL MH Supported Employment \$</b>			\$	\$	\$

**ATTACH ALL MILESTONE REPORT FORMS TO THIS BILLING FORM.**

X

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ORIGINAL SIGNATURE – AGENCY DIRECTOR DATE

X

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ORIGINAL SIGNATURE – REGIONAL AUTHORITY DATE

\*Unit = unduplicated number of consumers

**BH - 4 SE-Benefits Analysis**  
**EXPENSE REIMBURSEMENT DOCUMENT**  
**Behavioral Health Services Reimbursement Report**

Division of Behavioral Health

AGENCY: \_\_\_\_\_  
 MONTH/YEAR SERVICES PRODUCED: \_\_\_\_\_  
 DATE OF BILL: \_\_\_\_\_

A	B	C	D
EXPENSE CATEGORIES	CURRENT MONTH'S EXPENSES	TOTAL OF PRIOR EXPENSES BILLED	TOTAL EXPENSES BILLED TO DATE
Personal Services			
General Operations			
Travel			
Capital Outlays			
Other Expenses			
Indirect Administration Expenses			
Subtotal			
Minus Revenue received			
<b>TOTALS</b>			

The # of consumers receiving initial Benefits Analysis			
The # of consumers with follow-up Benefit Analysis			

\_\_\_\_\_  
 Signature: Agency Director

\_\_\_\_\_  
 Date

10/01/2014

**BH - 4 SE-Transition Funding  
EXPENSE REIMBURSEMENT DOCUMENT  
Behavioral Health Services Reimbursement Report**

Division of Behavioral Health

AGENCY: \_\_\_\_\_  
MONTH/YEAR SERVICES PRODUCED: \_\_\_\_\_  
DATE OF BILL: \_\_\_\_\_

A	B	C	D
EXPENSE CATEGORIES	CURRENT MONTH'S EXPENSES +	TOTAL OF PRIOR EXPENSES BILLED =	TOTAL EXPENSES BILLED TO DATE
Personal Services			
General Operations			
Travel			
Capital Outlays			
Other Expenses			
Indirect Administration Expenses			
Subtotal			
Minus Revenue Received			
<b>TOTALS</b>			

Signature: Agency Director \_\_\_\_\_

Date \_\_\_\_\_

10/01/2014

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## **SUPPORTED EMPLOYMENT FLEX FUNDS GUIDANCE**

### ***Division of Behavioral Health FLEX FUNDS GUIDANCE***

The SE Flexible Funds will be paid according to DBH guidance and must be directly related to job and IPE. Behavioral Health Region will determine whether they wish to use Supported Employment dollars for flexible funding. DBH Flex Funds may be used anytime during Milestones 1-5. These funds are from DBH and not paid by VR.

#### **Purpose**

Supported Employment Flex Funds (SEFF) are available to each consumer enrolled in Supported Employment Services to provide the necessary resources to address identified employment needs in implementing an approved Individual Plan of Employment (IPE).

#### **Applicability**

The Behavioral Health Supported Employment (BHSE) Provider can use SEFF resources to assist with the implementation of an IPE.

- The BHSE is responsible to maintain all supporting documentation needed to substantiate any SEFF claims.
- There is documentation showing the items purchased **cannot** be provided through Nebraska Vocational Rehabilitation, Department of Labor, other funding mechanisms or more traditional service provision modalities.
- Authorized use includes the following: transportation (gas, auto repair), tools, uniforms, medications, lab work, and related areas that are directly related to job attainment or retention.

#### **Accountability**

- If the Region choose to, they shall determine whether they want to use Supported Employment funding for SEFF.
- If the Region is willing to use its Supported Employment allocation for SEFF, each BHSE provider designates an allocation of Flexible Funds which is then approved by the Regional Behavioral Health Authority. Region may choose to increase Supported Employment allocation for Flex Fund purposes.
- The Regional Behavioral Health Authority shall ensure these Flexible Funds are used to purchase goods and services for eligible consumers based on needs identified in the IPE.
- Use of SEFF resources needs to comply with State requirements pertaining to allowable and unallowable costs.
- The funds are subject to additional restrictions as may be imposed by the Region.

#### **Financial Reporting**

- The Region shall have a process for authorizing, monitoring, and accounting for the expenditures of SEFF resources.
- The Region shall insure the provider's SEFF expenditures do not exceed budgeted amounts.
- A monthly financial report must be submitted by the Region to the Division of Behavioral Health for the utilization of SEFF resources.
- The use of all Supported Employment Flexible Funds will be monitored by the Department to evaluate cost effectiveness and the impact of SEFF resources on consumer outcomes.

## BH-SE1 Flex Funds Supported Employment Consumer Billing Form

NE Department of Health and Human Services  
Division of Behavioral Health

PROVIDER/REGION: \_\_\_\_\_  
BILLING FOR MONTH/YEAR: \_\_\_\_\_  
DATE SUBMITTED: \_\_\_\_\_

Effective 10-1-14

CONSUMER NAME:	DATE:
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1. DBH Flex Funds may not be used for any item, service or expense that can be paid for in full by Nebraska Vocational Rehabilitation or other source.
2. DBH Flex Funds may be in combination with other sources with permission from DHHS.
3. Flex Funds may only be used to purchase goods or services for SE eligible consumers based up the individual's Plan of Employment.

### CONSUMER NEED FOR FLEX FUNDS (as documented in the IEP)

<i>Items Eligible for Flex Funds</i>	<i>Cost:</i>
Transportation to/from residence and work only (gas, bus tickets, taxi) during job search and until person can pay for cost through earnings	\$0.00
One-time Car Repairs (Up to \$XXX)	\$0.00
Tools required for performance of job not provided by employer (most economical set available)	\$0.00
Required clothing, uniforms, work shoes, or other required apparel not provided by employer or Nebraska Vocational Rehabilitation	\$0.00
License or permit fees required for employment (one time)	\$0.00
Medications for the consumer	\$0.00
Lab work or testing required for employment & not paid for by employer	\$0.00
Other (pre-approved by DBH):	\$0.00
Other (pre-approved by DBH):	\$0.00
Other (pre-approved by DBH):	\$0.00
<b>TOTAL - SE Flex Funds \$</b>	<b>\$0.00</b>

**Attach documentation** showing that items purchased cannot be provided through Nebraska Vocational Rehabilitation, Department of Labor, and other funding mechanisms, OR through more traditional services. If documentation is not available, explain below.

DOCUMENTATION EXPLANATION (as needed):

X  
\_\_\_\_\_  
ORIGINAL SIGNATURE: Supported Employment Staff Date

X  
\_\_\_\_\_  
ORIGINAL SIGNATURE: Agency Fiscal Manager/Director Date



# Memorandum of Understanding

# MEMORANDUM OF UNDERSTANDING FOR SUPPORTED EMPLOYMENT SERVICES

## INTERAGENCY AGREEMENT BETWEEN THE

### NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF BEHAVIORAL HEALTH AND NEBRASKA DEPARTMENT OF EDUCATION VOCATIONAL REHABILITATION

This agreement is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF BEHAVIORAL HEALTH** (hereinafter "DHHS"), and Nebraska Department of Education, **NEBRASKA VR** (hereinafter "Agency").

NO JOINT ENTITY. This agreement does not create a joint entity. Each party retains their statutory authority, maintains separate administration, and will not have jointly held property.

PURPOSE. The purpose of this agreement is for the DHHS and the Agency to work together to contract for Supported Employment services for persons with mental illness and/or substance use disorders in Nebraska.

#### I. TERM AND TERMINATION

- A. TERM. This agreement is in effect from October 1, 2014 until October 30, 2017.
- B. TERMINATION. This agreement may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF AGREEMENT." In the event either party terminates this agreement, the Agency shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this agreement.

#### II. SCOPE OF SERVICES

- A. The Agency shall do the following:
- a. Implement and maintain the Behavioral Health Supported Employment Braided Funding Model.
    - i. Will be responsible to pay for Milestones 1, 3 & 4 as specified in Attachment 1.
  - b. Commit in writing to provide funding as necessary to implement the agreed to Supported Employment milestone payments (Attachment 1) for the period of this agreement with no reduction in the payment amounts except by the agreement of both DHHS and the Agency.
  - c. Meet periodically, on a mutually agreed upon date/time, to review and discuss implemented Behavioral Health Supported Employment Braided Funding

- Model.
- d. Provide information on funding levels, persons served, and related content in order to monitor and evaluate the implementation of the Supported Employment programs for persons with mental illness and/or substance use disorders in Nebraska.

- B. DHHS shall do the following:
- a. Implement and maintain the Behavioral Health Supported Employment Braided Funding Model.
    - i. Will be responsible to pay for Milestones 2 & 5 as specified in Attachment 1.
  - b. Commit in writing to provide funding as necessary to implement the agreed to Supported Employment milestone payments (Attachment 1) for the period of this agreement with no reduction in the payment amounts except by the agreement of both DHHS and the Agency.
  - c. Will schedule the meetings between DHHS and the Agency, on a mutually agreed upon date/time, to review and discuss implemented Behavioral Health Supported Employment Braided Funding Model.
  - d. Provide information on funding levels, persons served, and related content in order to monitor and evaluate the implementation of the Supported Employment programs for persons with mental illness and/or substance use disorders in Nebraska.

#### IV. GENERAL PROVISIONS

- A. AMENDMENT. This agreement may be modified only by written amendment, executed by both DHHS and the Agency. No alteration or variation of the terms and conditions of this agreement shall be valid unless made in writing and signed by DHHS and the Agency.
- B. ANTI-DISCRIMINATION. DHHS and the Agency shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of agreement. DHHS and the Agency shall insert this provision in all subcontracts.
- C. ASSIGNMENT. The Agency shall not assign or transfer any interest, rights, or duties under this agreement to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this agreement.

- D. BREACH OF AGREEMENT. DHHS may terminate the agreement, in whole or in part, if the Agency fails to perform its obligations under the agreement in a timely and proper manner. DHHS may, by providing a written notice of default to the Agency, allow the Agency to cure a failure or breach of agreement within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Agency time to cure a failure or breach of agreement does not waive DHHS's right to immediately terminate the agreement for the same or different breach which may occur at a different time. DHHS may, at its discretion, agreement for any services required to complete this agreement and hold the Agency liable for any excess cost caused by Agency's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- E. CONFIDENTIALITY. Any and all information gathered in the performance of this agreement, either independently or through DHHS, shall be held in the strictest confidence and that contrary contract provisions set forth herein or as required by law shall be deemed to be authorized exemptions shall be released to no one other than DHHS without the prior written authorization of DHHS, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this agreement.
- F. CONFLICTS OF INTEREST. In the performance of this agreement, DHHS and the Agency shall avoid all conflicts of interest and all appearances of conflicts of interest. The Agency shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.
- G. DOCUMENTS INCORPORATED BY REFERENCE. All references in this agreement to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Agency in discharging its obligations under this agreement shall be deemed incorporated by reference and made a part of this agreement with the same force and effect as if set forth in full text, herein.
- H. DRUG-FREE WORKPLACE. The Agency certifiy's that they maintain a drug-free workplace environment to ensure worker safety and workplace integrity. A copy of its drug-free workplace policy is available upon request.
- I. FUNDING AVAILABILITY. DHHS may terminate the agreement, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the agreement with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the agency written notice thirty (30) days prior to the effective date of any termination.
- J. GOVERNING LAW. The agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this agreement shall be brought in Nebraska administrative or

judicial forums as defined by Nebraska State law. DHHS and the Agency shall comply with all Nebraska statutory and regulatory law.

**K. HOLD HARMLESS.**

1. DHHS and the Agency liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS and the Agency do not assume liability for the action of its Contractors.

2. The above provisions shall survive termination of the agreement.

**L. NEW EMPLOYEE WORK ELIGIBILITY STATUS.** DHHS and the Agency shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Party is an individual or sole proprietorship, the following applies:

1. The Party must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Party indicates on such attestation form that he or she is a qualified alien, the Party agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Party's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Party understands and agrees that lawful presence in the United States is required and the Party may be disqualified or the agreement terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

**M. PUBLIC COUNSEL.** In the event Agency provides health and human services to individuals on behalf of DHHS under the terms of this agreement, Agency shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this agreement. This provision shall not apply to agreements between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act. This provision shall survive termination of the agreement.

N. SEVERABILITY. If any term or condition of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the Agency shall be construed and enforced as if this agreement did not contain the particular provision held to be invalid.

O. SUBCONTRACTORS. The Agency shall not subcontract any portion of this agreement without prior written consent of DHHS. The Agency shall ensure that all subcontractors comply with all requirements of this agreement and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this agreement shall be sent to the following addresses:

FOR DHHS:

Scot Adams  
Division of Behavioral Health  
PO Box 95026  
Lincoln, NE, 68509  
402-471-8553

FOR AGENCY:

Mark Schultz  
Vocational Rehabilitation  
PO Box 94987  
Lincoln, NE, 68509  
402-471-0788

**IN WITNESS THEREOF**, the parties have duly executed this agreement, and each party acknowledges the receipt of a duly executed copy of this agreement with original signatures.

FOR DHHS:

Scot Adams  
Director  
Department of Health and Human Services  
Division of Behavioral

FOR AGENCY:

Mark Schultz  
Director  
Department of Education  
Nebraska VR

DATE: 10/6/2014

DATE: 10/3/14