# Vocational Rehabilitation Standards for Providers Manual Chapter 3: Basic Standards

All providers must comply with this chapter of the VR Standards for Providers manual.

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## 3.1 Overview of the Basic Standards

The VR Standards for Providers (VR-SFP) manual focuses on the business practices, processes, and policies that the Texas Workforce Commission (TWC) and the contracted provider must follow to comply with federal and state laws, executive orders issued by the Governor of Texas, and TWC rules and requirements.

TWC must ensure that taxpayer funds are spent wisely and provide the best value to the taxpayer.  The standards that providers must meet ensure that Vocational Rehabilitation (VR) customers receive quality services to help them achieve their vocational rehabilitation goals.

Each provider is expected to be familiar with and comply with the most recently published standards and use the most recently published forms applicable to their contract.  Each provider must maintain a VR3443, TWC VR Standards for Providers Certification form on file with their Regional Quality Assurance Specialist (Q) or Region Program Support Specialist (RPSS). The form must be submitted with the contract application package and updated whenever there is a change in the information, such as a change in qualifications.

### 3.1.1 Terms Used in the Manual

The following terms are used throughout the VR-SFP:

* Business Day - A business day is the working days that VR offices are open for business (typically Monday through Friday, 8:00 a.m. through 5:00 p.m., excluding State of Texas observed holidays).
* Contractor - A contractor is an entity or individual awarded a contract with TWC to provide goods and/or services.  Sometimes used interchangeably with the term “provider” or “service provider.”
* Employment Services Provider (ESP) —An ESP is a provider that has a contract with TWC to provide employment-related services to customers.
* Incident - An incident is an unusual or unexpected event that compromises or may compromise the health and/or safety of individuals or the security of property.
* Provider - A provider is any individual or business from which a VR counselor may obtain goods and/or services for VR customers.
* Service Provider - Service Providers are entities or individuals approved to provide services to individuals with disabilities who receive VR services or ILS-OIB.

### 3.1.2 Contract Adherence

TWC only contracts with providers that are in full compliance with all chapters in the VR-SFP manual that relate to the contractor’s contract. Each contractor is required to undergo a review and comply with periodic monitoring activities to ensure continued compliance with the standards. For additional information about Contract Monitoring, refer VR-SFP 3.6 Contract Monitoring.

Contracted providers that provide goods or services listed in the VR-SFP manual must be in full compliance with the following:

* The following chapters of the VR-SFP:
	+ Chapter 1: Introduction to Vocational Rehabilitation;
	+ Chapter 2: Obtaining a Contract for Goods or Services;
	+ Chapter 3: Basic Standards;
* The chapters associated with the services or goods included in the contractor's contracts;
* Service authorizations (SA); and
* All applicable clauses in the contracts.

Revisions to the VR-SFP are posted on the [Vocational Rehabilitation Providers’ Resources (texas.gov)](https://www.twc.texas.gov/partners/vocational-rehabilitation-providers-resources) at least 30 days before the effective date of the revisions.  A revision list that summarizes any formal changes to the VR-SFP can also be found on the Vocational Rehabilitation Standards for Providers Manual | Texas Workforce Commission.

It is the contractor’s responsibility to be aware of revisions to the standards and to implement the changes as prescribed.

It is recommended all contractors sign up for [TWC's GovDelivery](https://public.govdelivery.com/accounts/txwc/subscriber/new) notices to ensure they are alerted to changes to the VR-SFP. Visit [Texas Workforce Commission (govdelivery.com)](https://public.govdelivery.com/accounts/txwc/subscriber/new) and select “Vocational Rehabilitation Contractors and Provider News” to subscribe.

Failure to follow applicable standards and contract requirements may result in adverse consequences, such as denial of payments, recoupment of payments, suspension as a provider of VR services, or loss of an awarded contract.

If a provider is unwilling or unable to change in a timely manner the provision of services or goods as prescribed, the provider must contact the Q or RPSS.

Questions related to the content found in the VR-SFP may be sent to vr.standards@twc.texas.gov.

### 3.1.3 Contract Noncompliance and Performance Deficiencies

TWC may suspend a contractor from providing services and goods on a temporary basis for reasons such as:

* failure to meet contract specifications;
* failure to comply with agency regulations;
* failure to comply with applicable state or federal law;
* failure to perform according to the terms and conditions of the contract;
* unprofessional behavior;
* failure to train, supervise or correct employees and subcontractors;
* failure to maintain internal controls;
* a substantial risk to the health, safety, or welfare of one or more customers;
* a pattern of not complying with various TWC policies or requirements;
* a pattern of spreading misinformation about the VR system or any individuals or contractors in the VR system;
* a persistent lack of concern among contactor leadership with the topics on this list; or
* any other cause of so serious or compelling a nature that it affects the contractor’s ability to perform under the contract or presents an imminent risk of harm to any individual or risk of liability for the agency.

Suspension means halting new SAs or reassigning existing SAs to a different contractor, or both.  Depending on the type and severity of the noncompliance, TWC may require the contractor to make specific improvements before the contractor resumes providing services.  A written Technical Assistance Plan (TAP) will be used in some cases.

In addition to a temporary suspension and a TAP, TWC may take adverse actions against the contractor, including recouping overpayments, or even contract termination and debarment.  Refer to [Title 40, Texas Administrative Code, Chapter 858](https://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=4&ti=40&pt=20&ch=858&rl=Y).

### 3.1.4 Legally Authorized Representative

Each contractor must have a legally authorized representative to sign contracts, official documents such as:

* VR3472, Contracted Services Modification Requests;
* Application and contract-related documents and forms; and
* Verification statements.

### 3.1.5 TWC Vocational Rehabilitation Contacts

The contractor’s primary TWC contacts include the following:

* Administrative Supervisor - An administrative supervisor is a VR staff member who supervises the work of a unit’s rehabilitation assistants and works with staff to identify, prevent, and resolve concerns.
* Contract manager - A contract manager is the assigned VR contact for helping with contract-related issues.
* Local Provider Liaison (LPL) - the LPL is the VR contact for ESPs who answers the routine questions asked by contractors and their staff about VR programs and the standards required for providers.
* ILS-OIB customer - An ILS-OIB customer is an individual age 55 or older who, due to their significant visual impairment, is limited in their ability to function independently when apart from their family or in their home or community and is in need of ILS-OIB, which may substantially improve their ability to function, continue functioning, or progress toward functioning independently when apart from their family or in their home or community.
* ILS-OIB worker - An ILS-OIB worker is the primary contact for customer-related items and who directs the ILS-OIB contractor in the provision of services to ILS-OIB customers. The ILS-OIB worker coordinates cases, provides counseling and guidance, determines a customer's eligibility, and develops and manages comprehensive independent living plans for ILS-OIB customers.
* Purchasing Specialist - A purchasing specialist is a VR staff member who provides purchasing actions for complicated cases or in cases where the caseload carrying team needs additional expertise.
* Regional Quality Assurance Specialist (Q) or Regional Program Support Specialist (RPSS) - These specialists maintain specific forms on file for the provider. They also approve forms needed to add services to the contract and to expand the contractor’s service area, help providers with open enrollment questions, and work with providers during the application process.  They are a VR contact for answering questions about the VR program, processes and procedures, and the VR-SFP.  Each Q or RPSS serves a different region of the state.
* Rehabilitation assistant (RA) - The rehabilitation assistant is a VR staff member who provides technical support to a counselor, supports the counselor in providing assistance to the customer, acts as a contact for the customer, and is often the point of contact when a provider has questions about SAs and invoicing.
* VR customer - A VR customer is an individual who has a physical or mental impairment that results in a substantial impediment to employment and who requires VR services to prepare for, secure, retain, advance in, or regain employment.
* VR manager/VR supervisor - The VR manager and VR supervisor work together to provide support, direction, and oversight of direct customer services for their assigned unit.
* VR counselor - The VR counselor is the primary contact for customer-related items. The VR counselor provides counseling and guidance, determines a customer's eligibility, and develops the individualized plan for employment (IPE) with VR customers.

### 3.1.6 Contract Types

#### Service Contracts

Service contracts are used when a provider completes tasks or provides services described in the VR-SFP manual, such as the following examples:

* Orientation and Mobility Training
* Diabetes Education Training
* Assistive Technology Services for Customer with Visual Impairments
* Independent Living Services for Older Individuals who are Blind
* Supportive Residentials Services for Persons in Recovery
* Wellness Recovery Action Plan (WRAP)
* Pre-Employment Transition Services
* Project SEARCH
* Employment Services
* Self-Employment
* Employment Supports for Brain Injury
* Benefits Counseling

#### Goods Contracts

Goods contracts are used when a contractor provides a product for the customer, as described in the VR-SFP, such as when providing one of the following:

* Durable Medical Equipment
* Hearing Aids
* Vehicle Modification

#### Communication Access

Communication access services is a global term that describes the provision of sign language interpretation, transliteration, and/or Communication Access Realtime Translation (CART) services to those with hearing and/or speech disabilities. Communication access service contractors are instruments in providing effective communication access for customers. These services are governed by the [Code of Professional Conduct – Registry of Interpreters for the Deaf](https://www.hhs.texas.gov/providers/assistive-services-providers/board-evaluation-interpreters-certification-program/code-professional-conduct) or the [Code of Professional Ethics - Association for Court Reporters and Captioners (NCRA.org)](https://www.ncra.org/home/professionals_resources/NCRA-Code-of-Professional-Ethics).

### 3.1.7 Staff of the Contracted Provider

A contractor may hire employees or use subcontractors. If the contractor uses subcontractors, refer to the contract for the subcontracting requirements.

Contractors must have the following on file for every employee:

* A completed US Department of Justice Form I-9 Employment Eligibility Verification, as applicable (refer to [United States Citizenship and Immigration Services](https://www.uscis.gov/)).
* A signed W-4 form from the IRS unless the staff member is a subcontractor.

A contractor's employees and subcontractors that are under contract to provide VR goods and/or services and/or ILS-OIB goods and/or services are not TWC employees, are not eligible for TWC employee benefits, and must not represent themselves as state employees. The contractor must provide all legally required unemployment insurance (UI) and workers' compensation insurance.

#### 3.1.7.1 Subcontractors

The contractor accepts liability and retains responsibility for the performance of subcontractors that provide services under the terms of their contract. Subcontractors providing services under the contract must meet the requirements and qualifications required in the standards.

No subcontractor may relieve the contractor of the responsibility of ensuring that the contracted services are provided according to the standards. The contractor accepts responsibility for compensating any party with which the provider enters a subcontract relationship.

## 3.2 Basic Standards - All Contract Types

Contractors must ensure all of the contractor’s employees and subcontractors conduct business according to the VR-SFP and all professional standards required by the licensing or credentialing entity when applicable.

Below are the minimum required standards all contractors and their staff, including subcontractors, must follow.

### 3.2.1 Informed Choice

It is the VR counselor and the Independent Living Services for Older Individuals who are Blind (ILS-OIB) worker’s responsibility to help the customer in exercising informed choice. The VR counselor and ILS-OIB worker provide customers informed choice by providing information and assistance to customers that enables them to exercise informed choice in the development of their individualized plans for employment. This includes the selection of an employment goal, specific vocational rehabilitation services needed to achieve the employment goal, entity that will provide each good or service, employment setting, and the settings in which goods and services will be provided.

Individuals with disabilities must be active participants in their own rehabilitation programs and make meaningful and informed choices about the selection of their vocational goals and objectives and the VR services they receive based on their unique strengths, resources, priorities, concerns, abilities, capabilities, and interests. Refer to [34 CFR §361.45](https://www.ecfr.gov/current/title-34/subtitle-B/chapter-III/part-361/subpart-B/subject-group-ECFR8c5f55ccf5c0da2/section-361.45) and [34 CFR §361.52](https://www.ecfr.gov/current/title-34/subtitle-B/chapter-III/part-361/subpart-B/subject-group-ECFR8c5f55ccf5c0da2/section-361.52).

### 3.2.2 Customer Communication and Language Needs

Each contractor must coordinate with the customer's VR counselor or ILS-OIB worker to ensure that all verbal and written communications between the contractor and the customer are conducted in the customer's preferred or native language. The following are examples of possible preferred methods of communication:

* Using a language interpreting service;
* Using training or service materials written in either large print, a customer’s native language, Braille, or a third grade reading level for non-readers.

If communication services are needed, the contractor is responsible for scheduling the services in a timely manner through the customer's VR counselor or ILS-OIB worker.  To avoid any extra fees, the contractor should provide either the VR counselor or ILS-OIB worker at least three business days’ notice to schedule communication services.

### 3.2.3 Professionalism

Contractors, their employees, and any subcontractors must perform in a professional manner and dress in business casual attire that is appropriate for the following work activities and workplaces:

* Interacting with VR customers and staff;
* Providing services or goods; and
* Visiting VR offices.

A professional manner is defined as, but not limited to, the following:

* Clothing appropriate to the training or educational setting;
* Assuming responsibility and accountability for all decisions and actions;
* Complying with all licensing, credentialing and/or accreditation requirements;
* Delivering quality services or goods to customer by promoting objectivity, non-discrimination, and sound business practices;
* Respecting and supporting the customer’s and VR staff’s decisions in the customer’s IPE;
* Maintaining the confidentiality of all customer information in full compliance with state and federal regulations;
* Submission of accurate, complete reports and other required documentation in a timely manner;
* Collecting signatures and date signed from the signee;
* Not engaging in fraud, waste, or abuse when delivering or invoicing for a service or good;
* Maintaining professional communication with VR staff and customers;
* Not allowing a third party to be present when meeting with a customer at the customer's home or business, unless the customer has consented by signing a release allowing the third party to be present, the third party is a potential employer, or unless the contractor (contractor employee or subcontractor) is providing communication access services;
* Not misrepresenting oneself as a state of Texas employee;
* Not misrepresenting the contractor as a state agency;
* Reporting in a timely manner and to the appropriate authorities any abuse or neglect of any customer or customer's family member. (Refer to VR-SFP 3.2.10.1);
* Considering the negative impacts of action or inaction on the part of the individual or contractor to the health, safety, or welfare of any customer or customer's family member;
* Contractors and contractor’s staff avoiding personal relationships with TWC-VR customers.  Examples include romantic relationships, invitations to attend church, or other non-professional activities that the customer was not previously associated;
* Not engaging in activities or relationships with customers that may be misconstrued by the customer;
* Not advertising or marketing services in a misleading manner or outside of the VR-SFP parameters.

Communication access service contractors must follow [Code of Professional Conduct – Registry of Interpreters for the Deaf](https://www.hhs.texas.gov/providers/assistive-services-providers/board-evaluation-interpreters-certification-program/code-professional-conduct) or the [Code of Professional Ethics - Association for Court Reporters and Captioners (NCRA.org)](https://www.ncra.org/home/professionals_resources/NCRA-Code-of-Professional-Ethics).

### 3.2.4 Conflict of Interest

A conflict of interest is a situation that creates a risk that professional judgment or action will be unduly influenced by a personal interest or relationship and creates conflicts with the proper delivery of services or goods by a contract and the public interest.  If a violation occurs, corrective action is required, which may include contract termination or disqualification from receiving a future contract with TWC.

Each contractor must have a VR3444, Conflict of Interest Certification, on file with their Q or RPSS. An updated VR3444 is required at new contract application and whenever the information in the form has changed.

Contractors and potential contractors must not offer, give, or agree to give TWC staff anything of value.

Something of value includes, but is not limited to prepared foods, gift baskets, promotional items, awards, gift cards, meals, or promises of future employment.

Contractors and contractor’s staff may not use VR dedicated office space to provide services to TWC-VR customers, with the exception of providing communication access services.
Contractors and contractor’s staff must avoid relationships with customers or VR staff that would impair the contractor's objectivity in performing their duties or that would endanger confidentiality.

Real or apparent conflicts of interest might occur when a former VR employee becomes an employee or a subcontractor of a TWC contractor.

A contractor must not do the following:

* Hire, contract with, or accept as a volunteer any current employees of TWC, VR, or ILS-OIB;
* Hire, contract with, or accept as a volunteer any former employees of TWC, VR, or ILS-OIB earlier than 12 months after the separation date, if the former employee will provide contracted services as defined in the VR-SFP and/or [Texas Government Code § 572.069](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.572.htm);
* Hire or receive payment for hiring a VR or ILS-OIB customer to whom they are providing services unless there is a VR3472 approved by the VR division director; or
* Request or obtain confidential information from a state employee for either the personal or professional benefit of the contractor.

The scenarios above do not make up a complete list of real or apparent conflicts of interest. Failure to disclose a conflict of interest may result in contract termination, disqualification from receiving a future contract, and/or recoupment of payments.

**Exception:**

A current TWC employee may be hired by a communication access service contractor; however, the TWC employee may not provide services to TWC while acting as an employee of the contractor. Communication access service contractors must follow [Code of Professional Conduct – Registry of Interpreters for the Deaf](https://www.hhs.texas.gov/providers/assistive-services-providers/board-evaluation-interpreters-certification-program/code-professional-conduct) or the [Code of Professional Ethics - Association for Court Reporters and Captioners (NCRA.org)](https://www.ncra.org/home/professionals_resources/NCRA-Code-of-Professional-Ethics).

#### 3.2.4.1 Texas Workforce Solutions–VR Customer Providing Services to other Texas Workforce Solutions–VR Customers

A customer is acting in a dual role when the Texas Workforce Solutions–VR (TWS-VR) customer’s IPE supports the customer in:

* obtaining employment from an existing contractor to provide services to other VR customers; or
* becoming a TWC-VR contractor to provide services to VR customers.

When the VR customer is in a dual role, for a period of 12 months following the closure of his or her case, the customer:

* is prohibited from providing services to any customer who is assigned to the customer’s same TWS-VR counselor; and/or
* may not receive SAs from the Workforce Solutions Office to which the customer’s VR counselor was assigned at the time of the customer’s services.

An exception may be granted when a VR3472, Contracted Service Modification Request, is approved for any of the following reasons:

* The customer lives in a rural or other area where no other providers are available to serve the customer;
* The contractor has a skill or capability that no other available and accessible provider has. (For example, in situations where a customer is not proficient in English, the contractor speaks the customer's language as well as English.)

### 3.2.5 Marketing

TWC contractors and subcontractors are encouraged to have materials about their business for customers and staff; however, TWC contractors and subcontractors are prohibited from using any of the following in their marketing materials:

* Statements from TWC-VR customers that include the customer’s identity;
* Photographs or videos of TWC-VR customers;
* Indications they are guaranteed funding by TWC;
* Indicating they are employed by TWC; or
* Actions misconstruing them as an agent of TWC-VR or TWS-VR.

### 3.2.6 Referrals to VR by a Provider

A provider may refer an individual for VR or OIB services.

To apply for VR or OIB services, individuals may use the following:

* [Start My VR – online self-referral for VR and OIB](https://twcgov.service-now.com/com.glideapp.servicecatalog_cat_item_view.do?v=1&sysparm_id=e05bd29c1bf5e41016a1caab234bcb94&sysparm_preview=true&sysparm_domain_restore=false&sysparm_stack=no);
* [VR Office Locator](https://webp.twc.state.tx.us/services/VRLookup/);
* VR Inquiries number at 512-936-6400; or
* vr.office.locator@twc.texas.gov.

The provider must inform the individual that:

* the VR counselor or ILS-OIB worker determines eligibility for VR services; and
* the VR counselor or ILS-OIB worker works with eligible customers to do the following and provide them with the information required to make an informed choice:
	+ Develop an IPE for VR or an independent living plan;
	+ Choose the services necessary to meet the individual's goals and objectives; and
	+ Choose the providers of any planned goods or services.

Due to informed choice, referrals from a provider are not a guarantee the provider will be selected to work with the referred, eligible customer. For example, a customer may choose a different provider or choose to pursue other VR services, such as academic training, based on their unique needs, interests, preferences, and informed choice.

Note:  Due to confidentiality, a provider may not contact TWC-VR to request information about a customer to whom they are not providing services.

### 3.2.7 Confidentiality

TWC confidential information means any communication or record (whether oral, written electronically stored, or transmitted, or in any other form) provided to or made available to the provider electronically or through any other means including Personal Identifiable Information (PII), Sensitive Personal Information (SPI), and Protected Health Information (PHI).

The provider must comply with all applicable state and federal laws and regulations with respect to privacy, security, and notification of breaches.

The contractor must provide physical safeguards for confidential records, such as locked cabinets and encrypted file storage, and ensure the records are available only to authorized staff members as needed to provide goods or services. Customer case records must be stored in a secured location where there is maximum protection against fire, water damage, theft, and other hazards.

A breach of confidentiality incident may include, but is not limited to, the following:

* Laptop that contains stored customer PII, SPI, and/or PHI is stolen;
* Contractor’s email was hacked; or
* Customer’s case file was lost or stolen.

If a breach of confidentiality is discovered, refer TWC-VR incident reporting, refer to VR-SFP 3.2.11 Incident Reporting.

Communication access service contractors must also comply with the [Code of Professional Conduct – Registry of Interpreters for the Deaf](https://www.hhs.texas.gov/providers/assistive-services-providers/board-evaluation-interpreters-certification-program/code-professional-conduct) or the [Code of Professional Ethics - Association for Court Reporters and Captioners (NCRA.org)](https://www.ncra.org/home/professionals_resources/NCRA-Code-of-Professional-Ethics).

### 3.2.8 Fraud, Abuse, Misconduct, and Waste

A contractor is responsible for of the following actions that are committed by the contractor’s staff or subcontractors:

* Abuse - Practices that are inconsistent with sound fiscal or business practices and that result in unnecessary costs, such as intentional destruction, diversion, manipulation, misapplication, or misuse of public resources in both financial and/or nonfinancial settings
* Fraud - Any intentional conduct designed to deceive others, that results in a loss to the victim and/or a gain or benefit to the individual committing fraud
* Misconduct - Intentional wrongdoing or improper behavior or activity
* Waste - The thoughtless or careless expenditure, consumption, mismanagement, misuse, or squander of public resources, such as incurring unnecessary costs because of inefficient or ineffective practices, systems, or controls.

Contact [TWC Fraud Reporting](https://www.twc.texas.gov/services/report-fraud) or call 800-252-3642 whenever abuse, fraud, misconduct, or waste is identified.

For TWC-VR incident reporting, refer to VR-SFP 3.2.11 Incident Reporting

### 3.2.9 Safe and Secure Environments

Contractors must provide a safe and secure environment for their employees, VR or ILS-OIB customers, and visitors.

When the [Centers for Disease Control and Prevention (cdc.gov)](https://www.cdc.gov/), [Texas Department of State Health Services (DSHS)](https://www.dshs.texas.gov/), state, and/or local governments issue health and safety protocols, executive orders, or mandates, the provider must be aware of and implement any required changes and provide services or goods to VR or ILS-OIB customers following these guidelines.

Communication access service contractors must follow the [Code of Professional Conduct – Registry of Interpreters for the Deaf](https://www.hhs.texas.gov/providers/assistive-services-providers/board-evaluation-interpreters-certification-program/code-professional-conduct) or the [Code of Professional Ethics - Association for Court Reporters and Captioners (NCRA.org)](https://www.ncra.org/home/professionals_resources/NCRA-Code-of-Professional-Ethics).

Licensed professionals, including communication access service contractors, must follow their professional code of ethics and any other mandated guidelines.

### 3.2.10 Allegations or Incidents of Abuse, Neglect, or Exploitation

[Texas Family Code § 261.101](https://texas.public.law/statutes/tex._fam._code_section_261.101) requires a professional individual (such as any TWC contractor) who has cause to believe a child’s physical or mental health or welfare has been adversely affected by abuse or neglect by any individual to immediately (within 48 hours) report the suspected abuse.

[Texas Human Resources Code § 48.051](https://texas.public.law/statutes/tex._human_resources_code_section_48.051) requires a professional individual (such as any TWC contractor) to make a report if there is cause to believe that an individual age 65 or older or an individual with a disability is being abused, neglected, or exploited.

All TWC contractors and their staff are considered professionals and are required to report any allegations or incidents of abuse, neglect, or exploitation.

Examples of allegations or incidents of abuse, neglect, or exploitation include, but are not limited to, the following:

* Domestic violence;
* Stealing money or items; or
* Refusing necessary medical treatment for an individual who cannot seek on their own.

For specific information on how to report allegations of abuse, neglect, or exploitation to the appropriate agencies, refer to VR-SFP 3.2.10.1 Reporting to Investigatory Agencies.

If a licensed professional is an alleged perpetrator, the information must also be reported to the appropriate professional licensing agency.

For TWC-VR incident reporting, refer to VR-SFP 3.2.11 Incident Reporting.

**Exception:**

Communication access service contractors are not subject to VR-SFP Chapter 3 Incident Reporting. Instead, they are required to follow the [Code of Professional Conduct – Registry of Interpreters for the Deaf](https://www.hhs.texas.gov/providers/assistive-services-providers/board-evaluation-interpreters-certification-program/code-professional-conduct) or the [Code of Professional Ethics - Association for Court Reporters and Captioners (NCRA.org)](https://www.ncra.org/home/professionals_resources/NCRA-Code-of-Professional-Ethics).

#### 3.2.10.1 Reporting to Investigatory Agencies

Any contractor or contractor's employee or subcontractor that has cause to believe a child who is a minor, an adult with a disability, or an individual 65 years of age or older is at risk of or in a state of harm due to abuse, neglect, or exploitation must immediately report the information to the appropriate investigatory agency. (Refer to the table below) If the incident is a threat to health or safety, the local law enforcement agency must also be notified.

Reporting suspected abuse, neglect, or exploitation directly to the appropriate investigatory agency is required, regardless of the circumstances.

#### Reporting Process

| **If the alleged abuse, neglect, or exploitation occurs in:** | **Then the contractor that has cause to believe abuse, neglect, or exploitation has occurred, reports the information to the following:** |
| --- | --- |
| * a child care operation licensed by the Texas Department of Family and Protective Services, including a residential child care operation;
* a state-licensed facility or community center that provides services for mental health, intellectual disabilities, or related conditions;
* an adult foster home that has three or fewer customers and is not licensed by the Texas Department of Aging and Disability Services (DADS);
* an unlicensed room and board facility;
* a school; or
* an individual's own home
 | Texas Department of Family and Protective ServicesStatewide Intake ProgramP.O. Box 149030Austin, Texas 78714-9030Voice 1-800-252-5400Fax 512-832-2090[Texas Abuse Hotline](https://www.txabusehotline.org/Login/Default.aspx) |
| * an assisted-living care facility licensed by DADS;
* a nursing home, adult day care;
* a private intermediate care facility for individuals with intellectual disabilities; or
* an adult foster care facility
 | Texas Department of Aging and Disability ServicesComplaints Management and InvestigationsP.O. Box 149030, Mail Code E-340Austin, Texas 78714-90301-800-458-9858 |
| a Texas Department of State Health Services licensed substance abuse facility or program | Texas Department of State Health ServicesSubstance Abuse Compliance Group Investigations1100 W. 49th StreetAustin, Texas 78756Mail Code 28231-800-832-9623 |
| the Criss Cole Rehabilitation Center at:Texas Workforce Commission4800 N. Lamar Blvd.Austin, Texas 78756 | Report incident to the incident report mailbox for TWC Risk and Security Management at incidentreports.rsm@twc.texas.gov.   The [Criss Cole Rehabilitation Center Policy Manual](https://www.twc.texas.gov/programs/vocational-rehabilitation/criss-cole) has additional reporting requirements. |
| a hospital licensed by the Texas Department of State Health Services | Texas Department of State Health ServicesFacility Licensing Group1100 W. 49th StreetAustin, TX 78756Complaint Hotline 1-888-973-0022 |

### 3.2.11 Incident Reporting

An incident is an unusual or unexpected event that compromises or may compromise the health or safety of individuals or the security of property.
The contractor is responsible for reporting all incidents, including but not limited to, the following:

* Breach of confidentiality;
* Fraud, abuse, misconduct, or waste;
* Events that put the health and safety of customers and contractor staff at risk;
* Allegations of abuse, neglect, or exploitation;
* Emergency evacuations;
* Emergency medical services;
* Emergency room treatment;
* Hospitalization; or
* Death.

If an incident is a threat to health or safety, secure the individual’s safety and immediately contact law enforcement, emergency medical personnel, and the appropriate investigatory agency.

To report an incident, the contractor must notify the VR counselor as soon as possible, but within three business days of the incident.

The VR3446, Incident Report must be completed by the contractor and submitted to the Q or RPSS assigned to the provider’s headquarters within ten business days of the incident.

**Exception:**

Communication access service contractors are not subject to VR-SFP Chapter 3 Incident Reporting. Instead, they are required to follow the [Code of Professional Conduct – Registry of Interpreters for the Deaf](https://www.hhs.texas.gov/providers/assistive-services-providers/board-evaluation-interpreters-certification-program/code-professional-conduct) or the [Code of Professional Ethics - Association for Court Reporters and Captioners (NCRA.org)](https://www.ncra.org/home/professionals_resources/NCRA-Code-of-Professional-Ethics).

### 3.2.12 Purchasing Goods and Services

VR purchases contracted services and goods deemed necessary for the customer to prepare for, secure, retain, advance in, or regain successful competitive integrated employment or to achieve independent living goals.

#### 3.2.12.1 Service Authorization

A service authorization (SA) is a request for a contractor to provide identified goods or services based on the terms and conditions specified in the authorization. An SA is the only valid authorization by which purchases are made. No services or goods may be provided to a customer without a valid, signed SA for the specific services or goods.

If a contractor is issued an SA for a good or service that has prerequisites or requirements that have not been met, the contractor must inform the VR counselor that the contractor may not accept the issued SA to prevent being in noncompliance with the standards. For example, if a provider receives an SA for a service that requires an evaluation to be completed before service delivery, the provider must confirm whether the evaluation was completed and request a copy.

Authorized services must only be provided within the dates of the SA.

Each SA contains the following:

* A start date and end date during which the services are to be provided or goods are to be ordered;
* A description of the services or goods to be provided;
* An authorized quantity; and
* A unit cost.

An SA may include additional information in the comment section that define basic terms and provide supplemental information related to the services or goods being requested. Actions required of the contractor by the SA instructions must be completed before the contractor submits the invoice for payment.

If VR changes an SA in any manner, such as changing the service dates, quantity of service, or description of a good, a copy of the new, signed SA must be given to the contractor when the change is made. Before providing or to continue to provide the good or services, the contractor must contact the customer's VR counselor or ILS-OIB worker to ensure authorization is in place and valid.  If efforts to obtain an updated SA from VR staff have been unsuccessful, contact your regional Q or RPSS.

The contractor must keep a copy of all SAs in the contractor's customer records.

#### 3.2.12.2 Multi-customer Service Authorization

Multi-customer service authorizations (MCSA) are issued when services are purchased from a single provider for multiple customers.  An MCSA may contain customers from one or more caseloads.

Information related to multiple customers must never be filed in an individual customer's file.  Invoices that include the names of multiple customers must be kept in a separate file. Individual reports may be maintained in the individual case file since no identifying information for other customers is documented within the report.

#### 3.2.12.3 Timely Submission of Invoices for Payment

By accepting the SA, the provider agrees to send an invoice to TWC for payment once the goods or services have been provided.  It is a best practice to submit the invoice within 30 days of the delivery of the good or service.  For example, a service provider should invoice at the completion of each benchmark.

All invoices must contain all of the required elements, listed in 3.2.12.4 Required Elements of an Invoice Submitted to TWC-VR.  If billings for medically related purchases (such as professional medical services, durable medical equipment (DME), hearing aids, and hospital services) lack the required invoice data, but all other information on the billing is accurate and complete, the VR staff member attaches the ReHabWorks system generated billing cover sheet for the SA to the billing statement and files the documents in the customer’s case file.

Non-medical billings must be invoiced solely on the vendor and/or contractor’s paperwork and may not use the ReHabWorks system generated billing cover sheet to fulfill the required elements.

Provider electronic signatures will be accepted on forms required for invoicing. For more information, refer to VR-SFP 3.2.16 Signatures.

#### 3.2.12.4 Required Elements of an Invoice Submitted to TWC-VR

At a minimum, the invoices must include at a minimum as required by the [34 Texas Administrative Code § 20.487](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=487):

* The vendor's complete name and remittance address including city, state, and ZIP code;
* The vendor's 14-digit Texas identification number (TIN) issued by the comptroller;
* The vendor's contact name and telephone number, email address, or fax number;
* The SA number;
* The VR office's name and address, or delivery address, as applicable;
* The contract number;
* A description of the goods or services provided, including the dates of service;
* The quantity and unit cost being billed, as documented on the current SA;
* Other relevant information supporting and explaining the payment requested or identifying a successor organization to an original vendor, if necessary; and
* Any other information required by applicable state and federal laws, rules, and regulations governing the provision of services under the contract and the policies and standards.

For examples of invoices that include all required elements, refer to the invoice templates posted on [UNT WISE Invoice Examples | Workplace Inclusion & Sustainable Employment (unt.edu)](https://wise.unt.edu/content/invoice-examples).

#### 3.2.12.5 Inaccurate Invoice

TWC-VR does not accept invoices that are incorrect or that do not include all the required items listed in VR-SFP 3.2.12.4 Required Elements of an Invoice Submitted to TWC-VR.

TWC-VR returns incomplete or incorrect invoices and any associated reports to the contractor with a completed VR3460, Vendor Invoice Additional Data Request form and asks the vendor to make the necessary corrections.

The contractor submits the corrected invoice and documentation required for review and payment.  If corrections were made to the report, the contractor must ensure the provider signature section of the form is signed again.  However, the provider is not required to obtain a new customer signature if it was previously obtained and filed in the provider and VR case files.  If corrections were made to the invoice only, new signatures are not required.

#### 3.2.12.6 Overpayments

If a contractor or a TWC VR staff member discover an overpayment, they must immediately report it to the Q or RPSS assigned to the contract.  Once the overpayment has been confirmed, the contractor will be provided guidance on how to return the funds to TWC.  A contractor must promptly settle all overpayments identified.

#### 3.2.12.7 Payments Due

TWC is obligated to pay only for goods and/or services if all outcomes required for payment are achieved, as explained in the VR SFP and on the SA. In accordance with the Prompt Payment Act, [Texas Government Code Chapter 2251](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2251.htm), TWC will make payment on a correct, properly prepared and submitted invoice within 30 days of receipt.

Invoices received outside of regular business hours or on a holiday will be considered received the day they are provided to TWC-VR.

#### 3.2.12.8 State Payee Payment

The application [Search State Payments Issued](https://security.app.cpa.state.tx.us/Public/login) allows contractors and other payees to view their detailed payment information.

TWC recommends contractors register at [TX Comptroller E-Systems](https://security.app.cpa.state.tx.us/Public/login).

For resources, refer to [CPA Texas](https://comptroller.texas.gov/).

For more information, refer to [FAQs from Comptroller](https://comptroller.texas.gov/taxes/faqs/), [State Payee Payment Resource](https://security.app.cpa.state.tx.us/Public/login), and [Search State Payments Issued Tutorials](https://comptroller.texas.gov/taxes/file-pay/about-webfile.php).

#### 3.2.12.9 Payments (Warrants)

”Warrant Number” and “Payment Number” may be used interchangeably to describe either a warrant number (nine digits) or a direct deposit number (seven digits) regarding a contractor’s payment.

The contractor may check the status of payment on the Texas State Comptroller’s website at:

<https://mycpa.cpa.state.tx.us/securitymp1portal/displayLoginUser.do>.

### 3.2.13 Services, Goods, and/or Equipment and Premium Fees

Contractors agree to accept TWC authorized rates as payment in full for services provided. Contractors may not collect money from a VR or ILS-OIB customer or the customer's family for any service that costs more than the authorized rate.

When VR and another resource pay for a customer service, the total payment may not exceed the authorized rate.

Premium fees may be available to service contractors as incentive payments for providing certain services. Premium fees are established to compensate contractors' staff members that have specialized skills or work with customers who meet specific criteria. For details about the criteria and the fees for services, refer to VR-SFP Chapter 20: Premiums.

#### 3.2.13.1 Contracted Modification Request

When necessary, the services being delivered to the customer may need to be changed or an alternate plan established to better meet the customer's goal.

When the service description, process and procedures, or outcomes required for payment for a good or service are changed from their description in the VR SFP to meet a customer's individual needs, a VR3472, Contracted Service Modification Request must be completed.

### 3.2.14 Documentation

The provider’s customer case files must include:

* All invoices;
* All SAs; and
* All forms required by the VR-SFP chapters; and
* Any supporting documentation, such as training materials, resumé, job applications, or attendance records, that is required by VR-SFP chapters.

The provider’s contract file should include:

* Copy of all contracts and any amendments;
* Proof of insurance, as applicable;
* Incident reports, if any;
* Staff information sheets, as applicable, such as:
	+ VR3440B, Goods and Equipment Part B – Local Business Location Information;
	+ VR3449, Employment Supports for Brain Injury Professional Staff;
	+ VR3454, Benefits Counseling Provider Staff Information Form; or
	+ VR3455, Provider Staff Information Form.
* Training curriculums; and
* Any documentation required by the Standards for Providers or under the contract.

Upon request, the contractor must make available to TWC, TWS, VR or ILS-OIB staff (such as assigned monitors, Qs, RPSSs, and contract managers) any documents, papers, and records that are directly related to the goods or services provided to VR customers.

A contractor must not share with a customer any documents received from TWC-VR. When a customer makes a request for such documents, the contractor must refer the customer to the customer's VR counselor or ILS-OIB worker.

A contractor may share with a customer the documents that relate to the services provided by the contractor, such as résumés, employment data sheets, and reports.

### 3.2.15 Forms

Forms are used to document how the goods and services meet the outcomes required for payment.  When completing forms and/or documentation related to the delivery of services or goods to customers, the contractor must type all information into the form and include the following:

* Answers to all questions related to the services or goods provided. If a question or section does not apply, enter "Not Applicable" or "N/A;
* For questions requiring a narrative response, summaries must be written in paragraph form in clear English including adequate details;
* Write the goal in clear, measurable terms, when goals are required;
* Review carefully, leaving no blanks, making certain that all standards have been met before submitting any form and/or report with an invoice for payment;
* Collect required signatures from VR or ILS-OIB staff, customers, provider’s staff, and circle of supports.

TWC-VR forms are protected and should not be unprotected at any time by a contractor or TWC-VR staff.  Unprotecting the forms can remove accessibility and other form functions.  Contractors must use the most current form published to the Vocational Rehabilitation Service Forms Catalog.

Note:  When new forms are published, any previous forms initiated before the new form is posted may continue to be used, if the service has already initiated.  It is not necessary to transfer previous form information to a newly published form unless policy or guidance is specifically provided to the providers.

Some examples include the following:

* The VR1604, Work Experience Training Report, or the VR3315, Job Skills Training Progress Report, may continue to be used to record training sessions initiated before and after the date change on the form. When it is necessary to continue to record the customer’s progress, after the previous form is ready to be invoiced, the provider must transition to the new form.
* The VR1845B, Bundled Job Placement Services Plan - Part B and Service Report which is initiated during the planning meeting it is not necessary to transfer the information to the new form unless a new meeting is held to update the job placement plan.

When a contractor receives a TWC VR form from VR staff, the contractor should ensure it contains the information needed to move forward with goods or services.  If forms from VR staff appear incomplete or incorrect, it is best practice for the contractor to request corrections from VR staff via email and to document these communications in the contractor's case file.  However, the contractor is not ultimately responsible for ensuring the completeness and accuracy of VR form sections that are the VR staff’s primary responsibility (e.g., referral forms, VR use only sections).

For questions related to TWC VR forms or if a form that is no longer published is needed, contact vr.standards@twc.texas.gov.

Providers must submit forms by United States mail, hand delivery, fax, or encrypted email, unless otherwise noted.  Information must be accurate and complete. All instructions on the form and in the VR SFP must be followed.

### 3.2.16 Signatures

Signatures are used to validate the purchase of most goods and/or services. The customer’s signature is used to verify they received the good or service. Verifying the customer received the good or service is a state of Texas purchasing requirement, and a customer signature is oftentimes the most efficient method to do this. When signatures are required, they may be obtained by:

* Handwritten signatures; or
* Digital signature(s).

#### 3.2.16.1 Handwritten Signatures

Handwritten signatures may be collected as follows:

* In person; or
* Sending an electronic copy of the document to the customer, if the customer has the equipment necessary to print, sign, and return an electronic copy of the signed document.

#### 3.2.16.2 Digital Signatures

Digital signatures may only be collected using software that produces a certification of the date and time the signature was collected.  These signatures may be collected on smart devices, such as tablets and phones.  Examples of software that allows for collection of digital signatures includes:

* [Acrobat sign](https://www.adobe.com/sign/online-signature.html); and
* [DocuSign](https://www.docusign.com/).

Note:  Typing a name in the place of a signature does not count as a provider or customer’s digital signature.

#### 3.2.16.3 Obtaining Signatures

Signatures—handwritten or digital— are always preferable to other methods of verification.  The provider must make at least three attempts to obtain signatures, but not more than one per day, after the services have been completed.

When the provider’s attempts to obtain signatures have been unsuccessful and have been recorded on the submitted documentation, the form should be sent to TWC-VR to verify receipt of goods and/or services, and the customer’s satisfaction.

If every attempt has been unsuccessful, payment may be made with a VR3472, Contract Modification Request approved by the VR division director.

### 3.2.17 Record Storage and Retention

Contractors must keep their financial and supporting documents, statistical records, and any other records that are essential to the services for which a claim or report was submitted to the TWC:

* safe;
* confidential; and
* available to TWC staff on request.

The records and documents must be kept for the following lengths of time, whichever is later:

* For seven years after the date that the final bill was paid; and
* Until all billing-related questions are resolved.

For more information on how to address an incident that includes a records storage or data breach, refer to VR-SFP 3.2.11 Incident Reporting.

#### 3.2.17.1 Paper Record Storage

Stored paper documents must be protected:

* as required in VR SFP-3.2.7 Confidentiality; and
* in a retrievable and organized manner that prevents the documents from being stolen, tampered with, or damaged.

The contractor assumes all business risk associated with lost records. Lost records may result in adverse action against the contractor.

#### 3.2.17.2 Encryption

VR policy and federal law requires that all email messages that contain confidential information be sent using the level of encryption required by publication 140-2 of the Federal Information Processing Standard (FIPS).

If a contractor is not equipped to use the FIPS 140-2 level of encryption, then the contractor must ask a VR staff member to send an encrypted email to the contractor.

The same encrypted email message may then be used to send encrypted information back to VR staff.

If the contractor fails to use the FIPS 140-2 level of encryption, the contractor must report a breach of confidentiality to the assigned Q or RPSS.

If the contractor sends confidential information that is not encrypted, the contractor must report the incident using the VR3446, Incident Report.  See VR-SFP 3.2.11 TWC-VR Incident Reporting.

#### 3.2.17.3 Electronic Storage (Not Cloud-Based or on a Third-Party Server)

Records stored on desktop computers or on portable devices (for example, on laptops, USB flash drives, hard drives, CDs, and DVDs) must be protected as required in VR-SFP 3.2.7 Confidentiality and VR-SFP 3.2.17.2 Encryption.

Portable devices must be protected from theft, tampering, or damage. The contractor is responsible for all data collection and assumes all business risk associated with lost data. Lost data may result in adverse action against the contractor.

The contractor must ensure that all data meets TWC's stringent privacy and security requirements and adhere to Federal Information Processing Standard (FIPS) 140-2.  The contractor must use AES-256 encryption to encrypt the entire hard drive (PC), drive (server), or device (USB or other portable media).

TWC's privacy and security requirements for electronic storage taking the following actions:

* Disposing of data in a manner that complies with [NIST Special Publication 800-88, Revision 1: Guidelines for Media Sanitization | NIST](https://www.nist.gov/publications/nist-special-publication-800-88-revision-1-guidelines-media-sanitization); and
* Maintaining continuous process improvement and vigilance to assess risks, monitor and test security protection, and implement changes needed to protect TWC data.

#### 3.2.17.4 Cloud-Based Storage

Records that are stored entirely or partially in the cloud must be stored in compliance with the [Federal Risk and Authorization Management Program (FedRAMP)](https://www.nist.gov/itl/federal-risk-and-authorization-management-program)  and meet FedRAMP moderate controls.

The three main cloud vendors that have Government Cloud offerings that meet FedRAMP moderate controls are:

* [Google Cloud Storage](https://cloud.google.com/storage/)
* [Amazon Web Services (AWS);](https://aws.amazon.com/products/storage/) and
* [Microsoft Azure (Azure).](https://azure.microsoft.com/en-us/)

For more information, refer to [Understanding baselines and impact levels of FedRAMP](https://www.fedramp.gov/understanding-baselines-and-impact-levels/#:~:text=Understanding%20Baselines%20and%20Impact%20Levels%20in%20FedRAMP%201,Impact%20Level%20...%203%20High%20Impact%20Level%20).

Additional TWC privacy and security requirements for cloud storage include the following:

* Cooperating fully with TWC's chief information security officer to detect and remediate vulnerability of the hosting infrastructure and/or the application;
* Giving TWC access to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases, to the extent required to carry out FedRAMP assessments and FedRAMP continuous monitoring, and to safeguard against threats and hazards to the security, integrity, and confidentiality of the nonpublic TWC data that are collected and stored by the contractor;
* Giving TWC access within 72 hours to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases, to the extent required to conduct an inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of TWC data;
* Allowing inspections to include vulnerability scans of authenticated and unauthenticated:
	+ operating systems and networks;
	+ web applications; and
	+ database applications;
* Understanding that TWC has the right to perform manual or automated audits, scans, reviews, or other inspections of the IT environment being used to provide or facilitate services for TWC.
* The contractor must notify TWC about new or unanticipated threats or hazards or about safeguards that cease to function, as the issues are discovered through the submission of the VR3446, Incident Report.  Refer to VR-SFP 3.2.11 Incident Reporting.

### 3.2.18 Background Checks

Contractors that will provide goods or services directly to VR customers must run a criminal background check on each staff member who will interact with any VR customer. This includes any staff who have any communication or other contact whether in person, on paper, by voice, by sign language, electronically or any other method. The only exception is for staff who never communicate with or are physically present with a VR customer. Background checks must be completed by the contractor before the employee interacts with any VR customer. If a contractor elects not to conduct background check on a staff member, the contractor must demonstrate that the staff member has never interacted with any VR customer in any way on any subject. Refer to the [Background Check FAQ](https://www.twc.texas.gov/partners/vocational-rehabilitation-providers-resources) for additional questions. All provisions in this section apply equally to any subcontractor.

Contractors are responsible for purchasing and conducting a background check. A background check consists of running a name-based search from the [Texas Department of Public Safety](https://publicsite.dps.texas.gov/ConvictionNameSearch/)  and checking the [National Public Sex Offender](https://www.nsopw.gov/?AspxAutoDetectCookieSupport=1) public website. [How To Use the Conviction Name Search - Criminal History Conviction Name Search (texas.gov)](https://publicsite.dps.texas.gov/ConvictionNameSearch/Home/Default/HowToSearch) provides instruction in how to use the Texas Department of Public Safety website, and the [National Public Sex Offender](https://www.nsopw.gov/?AspxAutoDetectCookieSupport=1)  website provides information on the program and use of the registry. Contractors may also conduct a more comprehensive background check on their staff. A more comprehensive background check may substitute for the Texas DPS name-based search.

Contractors must maintain a record of all background checks conducted, including a screenshot or printed copy from the Texas DPS name-based search and from the National Public Sex offender registry if no results are found. Contractors must also complete the [Background Checks Attestation and Release Form](https://www.twc.texas.gov/vocational-rehabilitation-service-forms) for all staff, which includes:

• The staff person’s first name and last name;

• Type of background search conducted;

• Date background search was conducted;

• If the search return a conviction;

• Date the national public sex offender website search was conducted; and

• If the search returned a result

If the background search returned a conviction, the contractor must also document:

• If the conviction is barred per the [Convictions Barring Vendor Staff from Performing Services for TWC list](https://www.twc.texas.gov/partners/vocational-rehabilitation-providers-resources);

• Whether an exception has been sought;

• If an exception was granted, by whom, and on what date

Contractors must maintain the [Background Checks Attestation and Release Form](https://www.twc.texas.gov/vocational-rehabilitation-service-forms) Background Checks Attestation and Release Form and background check records on file for a minimum of 7-years. TWC may request to review background check records at any time. If background check records are not available to review at time of request, the contractor must recreate the search.

Any contractor staff who appear in the [National Public Sex Offender](https://www.nsopw.gov/?AspxAutoDetectCookieSupport=1) database are immediately barred from providing services with TWC.

Any contractor staff member who has a conviction listed on the [Convictions Barring Vendor Staff from Performing Services for TWC list](https://www.twc.texas.gov/partners/vocational-rehabilitation-providers-resources) must not have any interactions with TWC-VR customers. TWC will consider an exception in some cases to offenses listed under subsection (b) and (c) of the list. Contractors are responsible for requesting an exception. To request an exception, follow the [Exception to Background Check Instructions](https://www.twc.texas.gov/partners/vocational-rehabilitation-providers-resources). Any exception must be approved by the VR Director or designee before any interactions with VR customers occur.

A background check is only valid for 3 years. An updated background check must be obtained no later than the 3-year anniversary date of the original background check, or the contractor must remove the employee from interacting with VR customers on and after the date the background check expires.

For a contractor to self-report noncompliance with background checks refer to VR-SFP 3.2.11 Incident Reporting.

Limited contracted services are exempt from the background check requirement, such as for certain types of entities, procurements, services, or goods. See [Contracted Services Exempt from Background Checks](https://www.twc.texas.gov/partners/vocational-rehabilitation-providers-resources) for a full list of contracted services that are exempt from the background checks requirement.

#### 3.2.18.1 Contractor Self-Reporting

A contractor must require all staff, including employees, subcontractor, or volunteers, to self-report any conviction, incarceration, criminal fine, probation, community service, or deferred adjudication occurring after the contractor last performed a background check for that staff member.

When a contractor’s staff person self-identifies a change in their background status, a new background check must be obtained prior to any interactions with VR customers.

## 3.3 Contactor Standards for Physical Locations

The following applies to contractors that provide services and/or goods to customers at their physical location.

### 3.3.1 Definition of Physical Location

A Physical location is defined as a location the contractor owns, leases, or uses as dedicated space to provide services and/or goods to customers. The services contractor must complete the VR3442A, Entity’s Physical Location Part A – Service Contracts Certification Statement and the VR3442B, Entity’s Physical Location Part B – General Information Service Contracts, as applicable. The goods contractor must complete the VR3440B, Goods and Equipment Part B – Local Business Location Information. The VR3442B and VR3440B must be completed for each facility owned, leased, or used as dedicated space in which services or goods are routinely provided to customers.

If at any time a physical location does not meet the individual accessibility needs of a customer, the service location must be changed so the customer is able to fully engage in the service.

### 3.3.2 Exemptions to Physical Locations

Physical locations do not include sites that are not owned, leased, or used as dedicated space by the contractor. This can include state, federal, city, county, other public meeting spaces, such as places of worship. Although community sites are exempt from section 3.3, it is the contractor’s responsibility to ensure they meet the individual accessibility needs of the customer no matter the location.

Headquarters are exempt from this policy unless customers receive services or attend meetings at the headquarter location.

### 3.3.3 Required Accessibility and Safety Records

A contractor must meet each customer’s individual accessibility needs to ensure customer safety when a customer is accessing the building or facility when receiving goods and/or services.

The contractor must maintain the following records and ensure a copy is on file with the assigned Q or RPSS at contract application and must provide an updated form and supporting documentation anytime the information changes during the contract period:

* Certificate of Occupancy or building permit; and
* Fire inspection report from an inspection by the fire marshal with local jurisdiction (if the contractor's local fire department does not conduct inspections, the contractor may request an inspection from the Texas Department of Insurance, State Fire Marshal's Inspection Services Division, 333 Guadalupe Street, Austin, Texas 78701, (512-305-7900).

**Note:** The permits and fire inspection reports may be obtained from the landlord, if they are not in the possession of the contractor. If the contractor has requested the occupation permit and/or the fire inspection, but has been denied or otherwise unable to obtain, they must provide documented evidence to the assigned Q or RPSS.

It is recommended the contractor complete the [Americans with Disabilities Act (ADA) Checklist for Existing Facilities](https://www.adachecklist.org/) and keep the completed checklist on file. To ensure a customer’s access to contractor’s physical location to receive goods or services, the physical location should meet the minimum accessibility standards listed below. When the below minimum standards cannot be met, accommodations must be made to ensure the customer can be safely and effectively served.

The contractor’s physical location should have, at a minimum, the following:

* Accessible/handicapped parking;
* Accessible exterior route(s) to enter/exit the building (i.e., ramps, curb cuts, level);
* Accessible interior space in the building (i.e., level, wheelchair seating area, elevator, wide aisles, and doors); and
* Accessible bathroom(s).

The contractor must ensure the safety and health of staff, customers, and visiting public at each physical location where goods and/or services are provided and must have at a minimum, the following:

* Working smoke detectors with visible (flashing) and audible fire warning signals;
* Fire extinguishers in accessible locations, ensuring that they are current with annual inspections;
* Posted Diagrams that show accessible fire escape routes that are free and clear of obstructions;
* A plan to evacuate customers who are in the facility and require physical assistance;
* Arrangement of emergency medical services, when necessary;
* Accessible aisles and work safety zones;
* Secure, safe storage and identification of hazardous or flammable materials; and
* Have safety protocols for use of equipment and machinery with moving parts.

All incidents must be reported using the VR3446, Incident Report.  For more information, refer to VR-SFP 3.2.11 Incident Reporting.

## 3.4 Basic Standards for Service Providers

The following applies to any contractors who provide services to customers.  Section 3.4 of the VR-SFP does not apply to providers of communication access services.

### 3.4.1 Headquarters

Each provider must have a designated headquarters identified in the contract. The provider must maintain the following forms related to their headquarters and keep them updated on file with the Q or RPSS:

* VR3441A, Entity Headquarters Information Part A - Management Team
* VR3441B, Entity Headquarters Information Part B - Services and Goods
* VR3441C, Entity Headquarters Information Part C - Counties

### 3.4.2 Director

Service contracts must designate a director as the primary contact.
The designated director in each service contract is responsible for the following:

* Handling routine communication;
* Addressing compliance issues;
* Ensuring that staff qualifications are documented and current;
* Supervising staff and subcontractors; and
* Ensuring that the contractor meets the requirements described in the contract, in VR SFP, and SAs.

The director is not required to have the job title of director.

The director may be the legally authorized representative, or the legally authorized representative may assign a staff member to be the contractor's designated director.

All designated directors must hold the UNT WISE Director Credential and maintain its effectiveness throughout the contract term. The director credential must be maintained without lapsing.

The following contracted service providers are not required to have a UNT WISE Director Credential:

* Communication access service contractors; and
* Employment Supports for Brain Injury contractors.

For more information, refer to [UNT WISE](https://wise.unt.edu/).

The contractor must keep a completed VR3455, Provider Staff Information Form, for the director on file at the contractor's headquarters, and must provide copies upon request to the Q or RPSS. VR3455 must fully document that the required qualifications of the director are met.

### 3.4.3 Staff Qualifications

Contractor and subcontractors must meet the qualifications described in the applicable service chapter of this manual the entire time the staff person or subcontractor is providing the service. The contractor is responsible for ensuring each provider staff member or subcontractor meets the qualification and that an accurate staff information form is on file and submitted to the Q and/or RPSS.

#### 3.4.3.1 Staff Credentials

TWC has partnered with UNT WISE and the Center for Social Capital to ensure that providers are fully equipped to offer the highest quality services to Texans with disabilities.

UNT WISE credentials include the following:

* A director credential for all standards-related service contracts, except communication access services and employment supports for brain injury;
* A credentialing and training process for the staff of providers' that offer employment services such as job skills training, job placement, supported employment services, and vocational adjustment training; and
* The endorsements for areas of specialization to work with various disability groups, such as groups for individuals with autism or with blind and visual impairments.

For additional information about the UNTWISE credentialing and endorsement processes, see [Texas Credential Training](https://wise.unt.edu/).

The [Center for Social Capital](https://www.griffinhammis.com/cbtac/)  has developed credentialing and training processes for contractors' staff that provide self-employment services.

For information on the qualifications required of contractors' staff and the premiums TWC pays for services, see the chapters in the VR-SFP that are related to each service.

A director's qualifications and any credentialed staff qualifications are reviewed and verified by TWC staff during contract monitoring reviews and before payment for services. TWC staff may request verification of the director's qualifications and credentialed staff qualifications at any time. Payment made for services provided during periods without an approved credentialed director or staff member who is providing the services may be subject to recoupment or other penalties under the contract. Failure to maintain the qualifications is not in compliance with the terms of the contract and may result in the contract being suspended or terminated.

### 3.4.4 Staff-Required Documentation

Each service provider (contractor), except communication access service providers, must keep the following information on file for all directors, employees, and subcontractors, as applicable:

* VR3449, Employment Supports for Brain Injury Professional Staff;
* VR3454, Benefits Counseling Provider Staff Information Form; and
* VR3455, Provider Staff Information Form; and
* Supporting evidence that the staff providing the services, or the appointed director meets all required qualifications under the contract and the applicable chapter in the VR-SFP.

Each service provider must submit the above forms and the supporting evidence that the staff member meets the required qualifications to the Q or RPSS within 30 days of:

* hiring new staff member;
* making a significant change to a staff member's job duties;
* changing staff qualifications and/or credentials; or
* terminating a staff member.

### 3.4.5 Temporary Waiver of Staff Qualifications

When a contractor no longer has qualified or credentialed staff, including directors, VR3490, Temporary Waiver of Qualifications, may be completed and submitted to Q or RPSS. VR3490 must be approved by the VR director before services are provided.

The waiver is specific to the contractor and staff members named on VR3490 and is valid for the period specified on the approved waiver.

The VR director may approve a VR3490 waiver after consideration of the following:

* The availability of another qualified or credentialed director;
* The availability of a qualified or credentialed staff member who meets the qualifications required by the standards for the contracted service;
* The necessity of the waiver to avoid a break in the essential services being provided to a VR or ILS-OIB customer receiving services from that provider; and
* Whether approval of a waiver is in the best interest of VR or ILS-OIB customers and the state.
* After a VR3490 is processed, regardless of whether approved or denied, a copy is sent to the contractor and must be kept on file by the:
* Contractor;
* Q; or
* RPSS.

A copy of the approved VR3490 must accompany any invoice for services provided by a non-credentialed employee or subcontractor to a VR or ILS-OIB customer.

### 3.4.6 Customer Orientation

Any customer referred to a service contractor by VR must receive an orientation that includes at a minimum the following:

* An overview of the services they will be receiving;
* Expectations related to attendance, participation, rules, health and safety and appropriate behaviors;
* What could result in termination of services;
* How to report complaints about a contractor to TWC-VR at 1-800-628-5115; and
* Explain the purpose of the [Client Assistance Program (CAP) – Disability Rights](https://disabilityrightstx.org/en/handout/client-assistance-program-and-transition-services/#:~:text=The%20Client%20Assistance%20Program%20%28CAP%29%20is%20a%20federally,program%20and%2For%20at%20Independent%20Living%20Centers%20in%20Texas.) and provide their telephone number (1-800-252-9108).

Form VR3473, Customer Orientation Checklist completed by the contractor may be used to document the customer’s orientation. The contractor maintains the checklist in each customer’s case file.

This does not apply to communication access service providers.

### 3.4.7 Service Delivery

Service delivery includes meetings and delivery of services prescribed in the VR SFP. All staff qualifications and requirements outlined in the services description, including staff to customer ratios, process and procedures, and outcomes for payment must be followed in the delivery of services for VR or ILS-OIB customers. Each chapter will indicate how the service must be conducted. When the service chapter allows for remote service delivery, requirements in 3.4.8 Remote Service Delivery must be followed.

Providers should maintain contact with the VR counselor or ILS-OIB worker at least monthly or as prescribed on the form or SA to keep TWC-VR current on the customer’s progress and to address any identified issues.

### 3.4.8 Remote Service Delivery

Remote service delivery is the delivery of rehabilitation over telecommunication networks and includes some VR services. Remote service delivery may not be conducted solely through voiced telephone communication.

Not all customers will benefit from participating in remote service delivery. The VR counselor or ILS-OIB worker must evaluate each customer's case to determine if remote service delivery is in the best interest of the customer and whether the customer has access to required resources and has the skills necessary for effective use.

If the VR SFP service chapters allow and if indicated and approved by the TWC-VR or ILS-OIB worker on the referral form, plan, or SA, a provider may:

* implement accessible training activities using a computer-based training platform that allows for face-to-face and/or real time interaction; or
* use video telecommunication services and software such as Video Relay Services or FaceTime, as training tools.

The service provider must ensure all requirements in the VR-SFP, including confidentiality and the customer's literacy and disability needs, are met in the delivery of the services.

The service provider continually evaluates the customer's ability to actively participate in the remote service delivery, including identifying whether the customer's computer resources are adequate.  When a service provider identifies a customer's needs are not being met, they must notify the VR counselor or ILS-OIB worker.

Meetings may be held remotely between the VR counselor or ILS-OIB worker, customer, provider, and, as appropriate, the customer's circle of supports (including the customer's representative).

Appropriate Online Platform

The U.S Department of Health and Human Services (HHS) issued guidance on utilizing HIPAA-compliant platforms: [HHS's Notification of Enforcement Discretion for Telehealth During COVID-19](https://www.hhs.gov/hipaa/for-professionals/special-topics/emergency-preparedness/notification-enforcement-discretion-telehealth/index.html).

The following are listed as HIPAA-compliant applications by HHS:

* Skype for Business / Microsoft Teams for government;
* Updox;
* VSee;
* Zoom for Healthcare;
* Doxy.me;
* Google G Suite Hangouts Meet;
* Cisco Webex Meetings / Webex Teams;
* Amazon Chime; and
* GoToMeeting.

The contractor must visit the link above to ensure continued compliance with HIPAA-compliant platforms and to identify when platforms have been added or removed.

### 3.4.9 Transportation

Transportation of VR customers by a contractor or their employees is not required.  However, if a contractor or their employees or subcontractors do transport a customer in the contractor’s vehicle or their personal vehicle, they must meet the minimum liability requirements of the Texas Department of Insurance.  The contractor must keep proof of insurance for any staff member who transports customers.

Contractors and subcontractors must record proof of auto liability insurance on their insurance or staff information forms VR3455 as applicable when they transport customers.

Service providers are prohibited from becoming a vendor for transportation for customers to whom they are also providing a contracted service. The mileage and/or travel premium may be available for VR-SFP services when authorized by TWC-VR. Refer to VR-SFP Chapter 20, Premiums.

### 3.4.10 Training Materials

The contractor implements services using instructional approaches that meet each customer's educational and disability needs, such as:

* discussions;
* PowerPoint presentations;
* inquiry-based instructions;
* hands-on experiments or activities;
* project- and problem-based learning;
* computer-aided instructions;
* handouts; or
* exercises.

All training materials must be available in a format that is appropriate to the customer's needs, including regular print, large print, braille, or recorded audio and/or video files on flash memory, and must be provided in the customer's preferred language. TWC staff may ask to review training materials at any time.

### 3.4.11 Contracted Services Modification Request

When necessary, the services being delivered to the customer may need to be changed or an alternate plan established to better meet the customer's goal.

When the service description, process and procedures, or outcomes required for payment for a service are changed from their description in the VR SFP to meet a customer's individual needs, a VR3472, Contracted Service Modification Request must be completed.

The following are common examples of when a VR3472 would be required are:

* A customer requires more than 200 hours of Job Skills Training;
* An Orientation and Mobility training conducted without a blindfold or using a cane not allowed in policy; or
* When all attempts at obtaining a customer’s or customer’s legal representative’s signature have been unsuccessful.

The following requests must be made on the service-specific VR3472:

* Contracted Service Modification Request for Blind and Visually Impaired Services;
* Contracted Service Modification Request for Job Placement, Job Skills Training, and Supported Employment Services;
* Contracted Service Modification Request for Project SEARCH Services;
* Contracted Service Modification Request for Vocational Assessments;
* Contracted Service Modification Request for Work Experience Services; and
* Contracted Service Modification Request for Work Readiness Services.

For any service not listed above, the non-service specific VR3472, Contracted Service Modification Request will be used.

The VR3472 must be approved by the VR division director before services are provided.  VR3472s may not be approved after the fact.

NOTE:

A provider may request a VR3472, but it is the VR counselor’s or ILS-OIB worker’s responsibility to determine if the request is necessary to meet the customer’s individual needs and to fill out the form.

### 3.4.12 Termination of Service Delivery

If a customer's behavior is a concern, contractors must address the behavior before terminating a contractor-provided service due to the behavior. If behaviors are harmful to the customer or others, appropriate actions must be taken to ensure that all parties remain safe.

Reasons for terminating services based on behavior may include the following:

* Behaviors dangerous to oneself or others;
* Serious infraction of the provider's rules;
* Frequent unexcused absenteeism;
* Frequent unexcused tardiness; or
* Lack of cooperation on assigned tasks.

Every effort must be made to inform the VR counselor or ILS-OIB worker before termination of a customer's services. When the VR counselor or ILS-OIB worker cannot be informed before termination, the VR counselor or ILS-OIB worker must be informed in writing within three business days after termination. The contractor must maintain documentation that the VR counselor or ILS-OIB worker was informed of termination.

## 3.5 Basic Standards for Goods Providers

The following section applies only to contractors who provide goods to customers.

### 3.5.1 Parent Company

The parent company is the business that is requesting or has been granted the bilateral contract with TWC to provide services on behalf of VR customers. The VR3440A, Goods and Equipment Part A- Parent Company Information, must be completed at contract application and kept current with TWC-VR by providing updates to the Q or RPSS.

### 3.5.2 Local Business

A local business is the business that is part of the parent company or a parent company that only operates one location or is a manufacturer that provides goods and/or equipment to TWC-VR customers. The VR3440B, Goods and Equipment Part B- Local Business Location Information must be completed at contract application and kept current with TWC-VR by providing updates to the Q or RPSS.

### 3.5.3 Point of Contact

Goods contracts must designate a point of contact as the primary contact.

The point of contact is the person appointed by the legally authorized representative as the primary contact.

The designated point of contact in each good contract performs the following functions:

* Handles routine communication;
* Addresses compliance issues;
* Ensures that staff qualifications, as applicable, are documented and current;
* Supervises any staff and subcontractors; and
* Ensures that the contractor meets the requirements explained in the contract, in the VR SFP, and in SAs.

Note:  The director credential is not required for the point of contact.

### 3.5.4 Contractor Qualifications

The VR-SFP goods chapter will outline all contractor qualifications.

The contractor and contractor’s staff must maintain and provide upon request proof of qualifications, such as proof of licenses, certifications, and résumé, per the VR-SFP goods chapter.

### 3.5.5 Contract Modification Request for Goods

The goods being delivered to the customer may need to be changed or an alternate plan established to better meet the customer's goal.

When the content in the VR-SFP goods chapter needs to be modified or changed from their description in the VR SFP to meet a customer's individual needs, a VR3472, Contracted Services Modification Request must be completed.

## 3.6 Contract Monitoring

The contractor agrees to allow on-site monitoring visits and desk reviews, as needed by TWC, to review all financial or other records and management control systems relevant to providing goods and/or services under the contract.

### 3.6.1 Ongoing Monitoring

TWC staff members, including Contract Oversight, regional, and field staff members, continuously monitor services provided to VR customers. Each provider may have formal liaisons assigned to answer questions about the standards and to perform routine monitoring reviews, and to ensure compliance with standards. Monitoring may include ongoing dialogue, observation, on-site visits, and reviews of case files.

TWC maintains negative and positive performance records on providers and may use the reviews to determine the risk of requiring formal monitoring and/or to determine whether a contract will be renewed or terminated.

### 3.6.2 Compliance Monitoring

All contractors are subject to the periodic monitoring of programmatic and financial compliance by TWC staff. Risk assessment tools are used at the state and regional level each fiscal year to identify VR contractors that will be monitored on-site during a 12-month period. Contractors not identified on the risk assessment may be monitored at the discretion of TWC.

### 3.6.3 Unscheduled or Unannounced Compliance Monitoring

TWC staff members may conduct an unscheduled monitoring review if VR management determines that such a review is necessary.

### 3.6.4 Monitoring Team

A monitoring team comprises representatives from the Fraud Deterrence and Compliance Monitoring – VR Contract Oversight, the Business Operations-VR Contract Administration, and VR staff.

The lead monitor sends a letter notifying the contractor of an announced monitoring review.  The letter explains the scope of the review and how to prepare for the review.

### 3.6.5. Monitoring Review

A monitoring review typically consists of:

* the entrance conference;
* the records review; and
* the exit conference.

At the entrance conference, the lead monitor is responsible for the following:

* Introduces the monitoring team members;
* Briefly explains the monitoring process, purpose, and scope of the review;
* Requests that the contractor assign an individual to be accessible to and work with the monitoring team; and
* Ensures that the team has an acceptable work area to use while conducting the review, if conducted at the contractor's facility.

During the records review, the monitoring team:

* Completes the customer records review;
* Reviews the contractor's files;
* May compare information in the contractor's files with information in the VR files; and
* May conduct customer interviews or observations.

At the exit conference, the lead monitor verbally provides the contractor with the following:

* The results of the records review information about potential overpayments identified during the records review that are subject to possible recoupment;
* Notice that TWC will send the contractor a finding report, if applicable; and
* Information on the time frames and process for the contractor's response and the importance of meeting deadlines.

### 3.6.6 Report of the Monitoring Results

For routine monitoring reviews, the lead monitor sends the results of the monitoring review to the contractor in writing through either a monitoring review closeout letter or through a findings report, if instances of noncompliance were noted. The findings report includes findings of noncompliance with program or financial standards. The lead monitor asks the contractor to offer a Corrective Action Plan or provide further documentation to help resolve the findings.

### 3.6.7 Corrective Action Plan (CAP)

If TWC asks the contractor to submit a corrective action plan, the contractor must, by the date requested in the report of findings:

* submit a corrective action plan, including financial restitution, if required; or
* rebut a finding and submit documentation that substantiates the rebuttal.

The CAP must include the specific steps the contractor will take to prevent future occurrence of the identified finding.  If the finding resulted in an identified overpayment, the contractor must submit financial restitution with their CAP by the date requested in the letter.  TWC reviews the CAP and decides either to accept the CAP or recommend changes to the CAP.

If the contractor chooses to submit a rebuttal, supporting documentation must be submitted no later than the date requested in the letter.

If the contractor does not submit an acceptable corrective action plan or make financial restitution when required, TWC may take adverse action against the contractor, which may include termination of the contract.

### 3.6.8 Monitoring Closeout

The monitoring review is closed if there are no findings, or when the monitoring team accepts the CAP. TWC sends the contractor a letter to close the monitoring review.