DEPARTMENT OF HUMAN SERVICES

INTRA-AGENCY AGREEMENT

Between

THE VOCATIONAL REHABILITATION AND SERVICES FOR THE BLIND DIVISION

and

THE HEALTH CARE ADMINISTRATION DIVISION

I. INTRODUCTION

1. Purpose

The purpose of this agreement is to mobilize personnel and financial resources of the Health Care Administration Division (HCAD) and the Vocational Rehabilitation and Services for the Blind Division (VRSBD) in order to provide vocational rehabilitation services to Department of Human Services (DHS) eligible recipients so that they may achieve economic self-sufficiency.

2. Mutual Objective

The programs of VRSBD and HCAD have a similarity of purpose in relation to rehabilitation of the physically and mentally handicapped. This mutual objective can be best achieved through an intra-agency cooperative arrangement in which the financial resources and service responsibilities of the respective divisions are coordinated both on the State and local levels.

3. Description of Functions

A. VRSBD

1. Vocational rehabilitation services shall focus upon the goal of employment. Such services may include:

a. Diagnostic and evaluation services to determine the individual's capacity for employment;

b. Training to prepare the individual for employment;

c. Placement and follow-up services to ensure satisfactory adjustment in a suitable employment;

d. Other services as needed.

(See Attachment A for description of services)

B. HCAD

1. Services from the HCAD may include payment for:

a. Outpatient;

b. Inpatient;

c. Long Term Care and;

d. Other Ancillary Health Care Services.

II. COORDINATION OF SERVICES

1. Primary Resource

It is mutually agreed that VRSBD is the primary agency for arranging restorative services and providing counseling services for the vocational rehabilitation of persons who are handicapped due to a physical or mental disability.

2. Services

A. VRSBD Responsibility

VRSBD, having the basic responsibility under its program, will coordinate the activities necessary for the development of an individualized written rehabilitation program (IWRP) and together with the client identify the services needed, determine the cost of such services, and the responsibility of payment for needed services. VRSBD will follow through on the implementation of the IWRP.

B. HCAD Responsibility

HCAD will provide payment for covered Medicaid services to eligible recipients in accordance with Departmental rules.

C. Joint Responsibilities

Vocational Rehabilitation services will be considered in relation to the provision of goods and services that are not included in the Departmental rules governing HCAD.

3. Reciprocal Referral Services

HCAD supports the provision of referral services between VRSBD and the Public Welfare Division (PWD). Eligibility for medical assistance is determined by PWD upon policy issuance by HCAD. Thus, HCAD supports the referral procedures jointly adopted by VRSBD and PWD and attached to this Agreement as Attachment B.

III. TERMS OF AGREEMENT

1. VRSBD will assume the full cost of vocational training and placement, as well as other incidental expenses necessary to vocationally rehabilitate eligible Medicaid recipients, and which are provided for in the IWRP.

2. HCAD will pay for, under its Medicaid program, the cost of medical, dental, psychological and psychiatric services to individuals who are eligible for this program. VRSBD will arrange and engage the services of Medicaid and Board-certified or eligible specialists for Medicaid eligible individuals for medical services provided for in the IWRP or for diagnostic purposes.

3. VRSBD will be responsible for case management and authorization of other services for eligible Medicaid recipients in the same manner as done for all VR clients.

4. VRSBD will provide services to eligible Medicaid recipients which are comparable in scope, quantity, quality and duration of services it provides to other clients.

5. VRSBD will provide HCAD any significant medical report as well as information on progress of case which it believes would be helpful in coordination of plans for recipients, especially as it relates to recipient's incapacity and waiver of work requirements and need for continuous services from VRSBD.

6. HCAD will provide VRSBD medical reports as well as information of the status of a case when requested by VRSBD, subject to the confidentiality rules of the HCAD Program.

7. HCAD will make available their Dental Consultant's services to VRSBD for review and advice regarding dental treatment recommendations for any VR client.

IV. OTHER CONDITIONS OF AGREEMENT

1. There will be a mutual sharing of information at the State level.

   VRSBD will provide statistical information to HCAD showing the number of registered referrals, the total number being serviced under its programs, the number of cases closed and reasons for termination of services. This report will be prepared and a copy transmitted to HCAD in July of each year. HCAD will provide technical health care information to assist VRSBD in the administration of its program.

2. Program policies and procedures planned by either Division will be jointly evaluated if, in the judgment of either Division, such changes might affect this cooperative agreement in any way.

3. It is recognized that a continuing inter-divisional liaison is needed to carry out the provisions of this Agreement effectively. VRSBD and HCAD will designate representatives to serve as liaison both at State and local levels, with designated HCAD personnel and VRSBD supervisors meeting as needed to discuss and resolve problems related to serving disabled Medicaid HCAD clients.

4. The staff of each agency will exercise due diligence in preserving the confidentiality of information exchanged and will not use it for purposes other than the reason for which it was given or received except on the written consent of the individual.

5. If any provision in this Agreement is found to be in conflict with provisions in the DHS Administrative Rule (Title 17), the Administrative Rule shall be the final authority. Further, any provision ruled invalid by the courts shall not invalidate the remaining provisions of this Agreement.

6. It is mutually understood that participating providers of medical and related services under both programs must comply with the non-discrimination provisions of Title VI, Civil Rights Act of 1964, as revised. VRSBD and HCAD agree to report to each other any provider violation.

7. This Agreement shall take effect July 1, 1986, and shall be in effect until cancelled with the approval of the Director.

VOCATIONAL REHABILITATION AND SERVICES FOR THE BLIND DIVISION	HEALTH CARE ADMINISTRATION DIVISION
VRSBD Administrator	Acting Health Care Administrator

APPROVED:

Director of the Department of Human Services

Date

TN 88-1 Approval Date 10/22/87 Effective Date 7/1/87

VOCATIONAL REHABILITATION AND SERVICES FOR THE BLIND DIVISION, DSSH

I. VOCATIONAL REHABILITATION SERVICES

The purpose of vocational rehabilitation is to assist disabled persons through a wide variety of services to prepare for, find, and maintain a suitable occupation. An individual rehabilitation plan is developed to enable the individual to pursue a gainful occupation, with services needed to develop the vocational capacity, incorporated with the plan.

A. SERVICES

1. Evaluation of rehabilitation potential, including diagnostic and related services, incidental to the determination of eligibility for, and the nature and scope of, services to be provided.

2. Counseling, guidance and referral services -- to help the disabled person discover his vocational interests and aptitudes; to discuss his problems; and to work out a plan for rehabilitation that is most suitable for the individual. Referral to resources within the community which can best meet his needs.

3. Medical examination -- to learn the nature and extent of disability; to help determine eligibility for services; to determine need for additional medical services; to assess the disabled person's work capacity.

4. Medical services -- to restore or improve the disabled person's ability to do a job by providing medical, surgical or hospital services to remove or reduce the disability. This includes physical therapy, speech and hearing therapy, short-term psychiatric therapy.

5. Physical aids -- to include artificial limbs, braces, hearing devices, eye glasses and other aids.

6. Vocational and other training services -- books, tools and other materials to help the disabled person learn a new trade or regain lost skills through training in college or university, business school, vocational school, on-the-job, to prepare a person for the world of work through personal and vocational adjustment training, usually in a rehabilitation facility.

7. Maintenance and transportation -- to help the disabled person during preparation for work or while being helped to find a job.

8. Other goods and services in a wide range -- to assist in preparing for and obtaining the right job, including tools, equipment, licenses, reader services for the blind, orientation and mobility services for the blind, interpreter services for the deaf, etc.

9. Job placement -- to assist in finding the right job within the person's physical and mental abilities.

6. Low Vision Clinic Services -- to individuals who are severely visually handicapped; to evaluate their ability to use optical aides to improve visual efficiency; and to provide such aides as prescribed.

7. Home teaching services -- to provide adjustment services to blind persons in their own homes.

8. Ho'opono Hale, a residential training program -- to give individuals being trained at Ho'opono an opportunity to upgrade their personal and home management skills through practical everyday experiences of cooking, housekeeping, budgeting, marketing, etc.

9. Case work services -- to assist parents of young blind children.

10. Services to elderly blind.

11. Aides and appliances for the blind to assist blind individuals in their various activities.

12. A statewide register of blind persons -- to determine causes of blindness, and to gather other data about blind persons in Hawaii.

13. Volunteer program -- to recruit, train, and use volunteers for a variety of services to blind persons in such areas as adjustment training, transportation, reader services, taping materials, etc.

14. Prevention of blindness services -- to educate the public about prevention of blindness.

15. Certify blindness.

B. ELIGIBILITY

Any blind or visually handicapped individual may be eligible for services of Ho'opono.

RECIPROCAL REFERRAL PROCEDURES

1. Referral to VRSBD

   A. PWD Referring Units will refer GA recipients who:

      1) are physically or mentally incapacitated (diagnosis by a physician indicating limitations in physical activities such as walking, lifting, or environmental conditions to be avoided such as dust, dampness, or currently unable to work) and

      2) are unable to work full time, and

      3) are age 16 or over, but below age 50, and

      4) might benefit from vocational rehabilitation services (e.g. doctor recommends referral to DVR) to assist them in obtaining, retaining, or preparing for employment.

   B. PWD Referring Units will refer AFDC recipients who:

      1) are physically or mentally incapacitated, and

      2) are exempt from WIN registration

         a. The PWD Referring Unit sends VR-PW 1 referral to the appropriate VRSBD Branch Office (Oahu, Services for the Blind on Oahu, Hawaii, Maui, and Kauai) and, in addition, sends out an attached letter (see Attachment C) to the recipient to inform recipient of referral to VRSBD and which office to call, if interested.

         b. The VRSBD Branch Office will hold the VR-PW 1 referral for thirty (30) days. If recipient calls to indicate interest, the VR-PW 1 will be sent to the field office for follow-up.

            If recipient does not call within thirty (30) days or indicates disinterest, Part 3 of the VR-PW 1 form will be executed and returned to the referring PWD-IM Unit by the VRSBD Branch Office.

   C. PWD Referring Units will not refer the following types of cases:

      1) recipients who have no disability (no medical or psychiatric diagnosis);

      2) recipients who have temporary disabilities which may be indicated by physician's indication that client is employable now or within 6 months;

         Persons with temporary disabilities who are screened out may be considered during continuing eligibility reviews if the condition still persists in spite of treatment.

      3) recipients whose disabilities are slight so that no restrictions are imposed--physicians usually indicate such persons to be employable;

4) recipients whose disabilities are so severe that death is predicted within a short period of time or physician recommends against employment (consider SSI);

5) recipients who are below age 16, except blind persons--blind persons are to be referred to Services for the Blind Branch (Ho'opono) if they reside on Oahu.

6) individuals 50 years or over, except on a voluntary basis; and

7) Other mutually agreed-upon exemptions

2. Referral to PWD

VR Specialist will refer clients for public assistance and/or report VR status of clients receiving public assistance but were not referred to VRSBD by PWD.

3. Procedures for referral/feedback

Whenever possible, determine client's willingness to participate in vocational rehabilitation services for employment, and explain the consequences of not cooperating (GA cases) with VRSBD.

A. Referral - PWD Referring Units

1) Prepare VR-PW 1 Referral and Feedback Form for submittal to VRSBD Branch Offices. Use ballpoint pen or type information so that information is legible on all copies of the VR-PW 1.

2) Attach current, complete medical and/or psychiatric reports to the VR-PW 1.

B. Feedback on referrals - VRSBD

1) Complete designated copies of VR-PW 1 and submit to PWD to report decision/progress/closure of referral/case.

2) Notify PWD through VR-PW 1a of public assistance recipients who are referred by other referral sources.

C. Follow-up - PWD Referring Units

1) Upon receipt of VR-PW 1a from VRSBD, IM Worker will follow up on GA clients who refuse VRSBD services or do not cooperate in the implementation of the Individualized Written Rehabilitation Program (IWRP).

2) IM Worker will notify VRSBD of cases which are terminated by PWD.

Dear

We have determined that you are exempt from registration for the Work Incentive Program (WIN) because of your disability. Many persons with disabilities, however, continue to be interested in employment. Our Department's vocational rehabilitation program may be helpful to you in this regard.

Services which are available are:

1. Medical and related services to remove or lessen your disability.

2. Training, if needed, to provide you with job skills based on your interests and aptitudes.

3. Help in securing a job.

In addition, other necessary services can be made available through our Department, such as child care during employment.

You have been referred to the Vocational Rehabilitation and Services for the Blind Division as required. Your acceptance or non-acceptance of vocational rehabilitation services will in no way affect your financial aid from public welfare.

If you are interested in vocational rehabilitation services, please call the number in your area listed below:

Oahu	- 548-4639
Hawaii	- 961-7331
Kona Office	- 323-2629
Maui	- 244-4291
Molokai Office	- 533-5323
Kauai	- 245-4333

Sincerely,

_____
Worker

_____
Unit