

**PROVIDER CONTRACT REQUEST FORM
EMPLOYMENT AND RETENTION**

Provider Name: _____

FEI Number: _____

Address: _____

Phone: _____ Fax: _____

Executive Director: _____

Program Manager: _____ E-mail: _____

OMMIS Manager: _____ E-mail: _____

All vendors must provide the following documents to: Employment Support Services, DRS, 2401 NW 23rd Street, Suite 47, Oklahoma City, OK 73107.

A. Contract Documents:

- ☑☑ 3 completed Provider Contract Request Forms
- ☑☑ 3 complete sets of the Contract with original signatures
- ☑☑ 3 signed and notarized Non-Collusion Affidavits

Please note the same individual must sign the Contract and the Non-Collusion Affidavit.

B. Staff Documentation:

- ☑☑ List of staff who will be working under this contract
- ☑☑ Respective salary and start date of each staff person
- ☑☑ Qualification of staff:
 - ☑☑ DRS Job Coach Training Certificate of Program Manager
 - ☑☑ DRS Job Coach Training Certificate for each ETS, or plan of compliance.
 - ☑☑ Job Club Trainers must complete Job Club Training offered by OU prior to delivering Job Club sessions.

New vendors not delivering E&R services under contract with DRS on June 30, 2004 must also submit:

- ☑☑ Evidence of financial solvency with most recent formal audit (no less than 24 months old); New organizations must submit a 12 month budget with a bank letter of credit equal to 12 months of operations.
- ☑☑ Evidence the Program Manager has one of the following:
 - ☑☑ Bachelors degree and 2 years experience as a Certified Job Coach/ETS, Job Developer, Job Placement Specialist or equivalent; or
 - ☑☑ 4 years experience as a Certified Job Coach/ETS, Job Developer, Job Placement Specialist or equivalent.

DEPARTMENT OF REHABILITATION SERVICES CONTRACT FOR EMPLOYMENT AND RETENTION SERVICES

Contract Period: July 1, 2004 through June 30, 2005

The Department of Rehabilitation Services (DRS) will purchase Employment and Retention (E & R) services for eligible individuals from qualified providers who comply with the provisions of the contract. E & R services are intended for individuals with severe disabilities who require short-term job coach support in preparing for, finding, obtaining and/or maintaining competitive employment. This contract describes the requirements for the services to be delivered by the provider, the rates that will be paid after the required service has been delivered and approved, the outcomes that are expected to be achieved for the individuals receiving employment and retention services, and the qualifications and performance expectations for providers delivering services under this contract.

Employment and Retention Guidelines

Competitive employment means work in the competitive labor market that is performed on a full-time or part-time basis in an integrated setting; and for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled. Wages must be paid by the employer.

Integrated employment means a setting typically found in the community in which individuals interact with non-disabled individuals, other than support staff, to the same extent that non-disabled individuals in comparable positions interact with other persons.

Milestone Rates

\$3,300 in 5 Milestones

a. Milestone AS: Assessment	\$ 330
b. (Optional) Milestone VP: Vocational Preparation	\$ 330
c. Milestone PL: Job Placement	\$ 330
d. Milestone R4: 4 Weeks Job Support	\$ 990
e. Milestone RE: Successful Rehabilitation	\$1,320

Milestone Descriptions

In consultation with the individual and the provider, the counselor will determine the milestones that will be required by the individual to achieve a competitive employment outcome. Payment of a milestone will constitute payment in full for all services delivered during that phase of the program. Each milestone will be pre-authorized by the counselor and will be paid only once per case. Payment will be made after the individual completes the milestones defined below and required documentation has been submitted and accepted by the DRS counselor.

~~☞~~ **Assessment Milestone**

Outcome: The individual's abilities and functional limitations in relation to employment have been assessed and rehabilitation needs have been identified.

Service: Formal assessments will be performed in the community and/or within the community rehabilitation program (CRP). These assessments will be outlined in a plan for assessments, which has been approved by the individual and the DRS Counselor. For those individuals who are receiving Social Security benefits, a benefits analysis will also be performed to assure the individual understands the effect of working on his/her benefits.

This Milestone must be completed within 30 days of receipt of the authorization. Also, the completed documentation must be submitted to the DRS counselor within 10 days after completion of the Milestone.

Assessment Descriptions:

- A. **Situational Assessments:** Short-term situational assessments may be appropriate for individuals who have had unsuccessful or limited exposure to work. Situational assessments will be completed in an integrated employment setting in the community based upon individual choice and negotiations with the DRS Counselor regarding the type, number and length of assessments. Any paid or unpaid assessment must meet Department of Labor (DOL) guidelines.
- B. **CRP-Based Assessments:** The assessments may include standardized, commercial assessments (e.g. interest, aptitude, etc.), as well as work skills assessments. The types and total hours of assessment for an individual employee must be discussed with and agreed upon by the Counselor.

Required Documentation:

1. Benefits Analysis worksheet or Work World printout (if SSI/SSDI recipient)
2. Signed SS Benefits Planning form
3. Plan for Assessments
4. Situational Assessment reports for each job setting explored and/or results of CRP-based assessments
5. Job Success Plan (if Vocational Preparation is not authorized)
6. OMMIS Customer Milestone Achievement Form – submitted within 10 days of completion

~~☞~~ **Vocational Preparation/Job Club Milestone (Optional)**

Outcome: An individual who has chosen a vocational goal and is prepared for the demands and stresses of full time competitive work.

Service: For those individuals who require job exploration and preparation prior to placement, the Vocational Preparation Milestone is appropriate. There are two options for achieving job readiness:

A. **Work Experience**

Work experience will consist of short-term job tryouts, which take place at regular places of business in integrated settings. The work experience will be planned in collaboration

with the individual and the Counselor, and be specifically defined (e.g. 20 hours of work at each of 3 selected work sites). All sites must meet DOL regulations.

A. Job Club

Providers conducting job clubs will either follow the model taught by the University of Oklahoma, or submit a curriculum for pre-approval by Employment Support Services of DRS. Job Clubs will take a minimum of fifteen hours and will be conducted in groups of eight or fewer individuals by a qualified ETS. A new Job Club will not be initiated until at least 50% of the last Job Club graduating class has started employment.

Based upon the results of the Assessments and Work Experience or Job Club, the provider will write a Job Success Plan in collaboration with the individual to establish a vocational goal. At completion of the milestone, the Counselor will have sufficient information to identify the vocational goal and to specify in the IPE the supports anticipated to be needed by the individual to become successful in employment in the chosen occupation.

Required Documentation:

1. Documentation the individual has successfully completed work experience or Job Club (e.g. copies of tests indicating achievement of 80% of Job Club competencies, and copy of certificate of achievement issued to individual)
2. Job Success Plan
3. OMMIS Customer Milestone Achievement Form

4. Job Placement Milestone

Outcome: The individual is placed in an integrated competitive job that matches the vocational goal as contained in the Job Success Plan and the IPE. Job placement is complete when the individual has completed the 3rd day of work.

Service: The job placement service will include job development specific to the chosen career goal and analysis of the job site for needed accommodations. The Job Placement Milestone will only be paid to the vendor on receipt of clear evidence the vendor was actively involved in job development. The provider will notify the Counselor of the job title, the employer, the start date, work hours, hourly wages and acceptance of the job by the individual prior to the start date. For those individuals who will require the 4 Weeks Job Support Milestone, a Job Analysis, Discrepancy Analysis and Training Plan will be developed with the individual which will outline the specific supports related to the job that will be provided both on and off the job site, as needed.

Required Documentation:

1. Job Analysis, and Discrepancy Analysis/Job Accommodation Plan (if individual requires 4 Week Job Support Milestone) – completed before 1st day of work
2. Pre-Placement Report – fax to DRS Counselor prior to placement
3. Work Verification/Employer Assessment (employee completed 3rd day of work)
4. SSA Earnings Report (if SSI/SSDI recipient)
5. Computerized Job Placement (JP) Milestone Achievement Form

C. 4 Weeks Job Support Milestone (Optional)

Outcome: The individual has worked successfully for 4 weeks with significant training and/or support.

Service: This milestone will only be paid for individuals who require short-term support and training to maintain successful employment. On and off job site supports should be provided according to the Discrepancy Analysis/Job Accommodation Plan, which assist the worker in adjusting to the demands of the job. This milestone will only be paid with evidence of significant support; that is a minimum of 3 on-site and/or off-site contacts each week.

Required Documentation:

1. Work Verification/Employer Satisfaction Survey
2. Employee Satisfaction Survey
3. Record of hours worked per week
4. Job accommodation implementation results (as needed)
5. Computerized 4 Weeks Job Support (R4) Milestone Achievement Form

D. Successful Rehabilitation Milestone

Outcome: The individual has been successfully employed in a permanent job for a minimum of 90 days after placement, or for a minimum of 4 weeks plus 90 days if the individual required 4 Weeks Job Support Milestone to become stable in employment, and the case is ready for closure according to the DRS Counselor.

Service: The provider will follow up with the individual after placement on the job, submit all required documentation for closure, assess the individual's satisfaction with the job, and provide current verification of employment. Successful rehabilitation will be achieved when all requirements have been met.

Required Documentation:

1. Work Verification/Employer Satisfaction Survey
2. Current Employee Satisfaction Survey
3. Computerized Successful Rehabilitation (RE) Milestone Achievement Form

MINIMUM CONTRACT STANDARDS

Contracts will be monitored on a monthly basis for compliance, with reporting requirements on a quarterly basis for determining ongoing compliance with contract requirements, and annually for determining whether contract requirements were fully met. The provider must comply with minimum contract standards or risk sanctions as described in the "Contract Sanctions" section below.

1) Average Cost Per Closure

The provider's maximum average cost per closure will be \$3,800. The average cost will be determined by totaling all milestone payments and dividing by the number of closures to arrive at the required average.

2) Average Work Hours for Individuals

The annual average work week hours will be no less than 30 hours per week.

3) Wage of Individuals at Closure

The wage of individuals at closure will be no less than minimum wage.

4) Staff Qualifications

- a. **Training Specialists:** The minimum salary paid to an Employment Training Specialist (ETS) providing services under this contract shall be no less than \$16,000. Contractors must designate each ETS and provide evidence of the salary of each ETS working under this contract at the start of the contract year and not less than quarterly during the year. Each ETS providing services under this contract must be “certified” by completing the DRS Job Coach training course and passing the examination administered by the University of Oklahoma within six months of initiation of provision of services to DRS customers. ETS’s who have completed basic ETS training through other means may provide evidence of completion of equivalent training and must pass the examination administered by the University of Oklahoma to become certified under the terms of this contract.
- b. **Employment and Retention Managers:** Managers must be certified Employment Training Specialists and Job Club Trainers. They must also attend required quarterly Project Directors meetings sponsored by Employment Support Services (ESS). Advanced notice to ESS is required for an excused absence.
- c. **Oklahoma Milestone Management Information System (OMMIS) manager:** Each provider must designate a manager of the OMMIS program and report the name of the person to the Technical Assistant. This manager must complete basic OMMIS training and attend other required training sessions as updates are issued.

5) Required Reporting:

- a. **Client data and milestone completion reports:** Providers delivering services under this contract must fully participate in the computerized Oklahoma Milestone Management Information System (OMMIS), maintaining the most recent version of OMMIS as provided by DRS. Required client service data generated through OMMIS must be delivered to Employment Support Services no later than the 10th of the month following the month in which the services were delivered. Client data reports will be delivered electronically and Milestone Completion Reports will be delivered on paper reports.
- b. **Monthly financial reporting:** Providers are required to deliver required financial reports in a specified format to ESS no later than the 10th of the month for the prior month.
- c. **Quarterly reports:** Providers are required to report quarterly on progress in meeting minimum standards and in achieving contract incentives, as well as results of a program audit on at least 3 cases randomly selected by the OMMIS audit tool. Quarterly reports are due to ESS no later than 20 days after the end of the quarter.
- d. **Annual reports:** Providers are required to report annually on progress in meeting minimum standards and in achieving contract incentives. Annual reports are due to ESS no later than 30 days after the end of the contract year.

- e. **Occasional reporting:** Providers are required to deliver certain other information as required by their technical assistant, and to make their case records available to the TA for random audit.
- f. Providers are required to submit properly completed claim forms with documentation, as designated by each milestone, to the DRS Counselor for payment. In some cases, additional documents may be required by the counselor before payment can be approved.

CONTRACT SANCTIONS

Providers failing to meet contract requirements and minimum standards as reviewed by the Department of Rehabilitation Services are subject to contract sanctions. When a provider is found to be out of compliance with contract requirements and minimum standards, the provider will be placed in probationary status and must agree to a plan for correction to bring the services into compliance. During probationary status, providers must get written approval from the assigned Technical Assistant from Employment Support Services to continue accepting new referrals. So long as the provider demonstrates progress towards making corrections and meeting contract requirements and minimum standards, no additional sanctions will be implemented. Providers failing to make progress are subject to cancellation of the contract.

New referrals will cease to any provider failing to maintain placement of at least 50% of individuals into employment who have completed the Assessment Milestone.

INCENTIVE PAYMENTS

A. Contract Incentives

Providers who excel in delivery of services to individuals will be rewarded with incentive payments, if DRS funds are available. Providers may be paid a one time lump sum incentive at the end of the contract year in the form of a 5% incentive (.05 x amount of funds earned for successfully closed cases in contract year) for meeting a minimum of 4 incentive standards or a 10% incentive (.10 x amount of funds earned for successfully closed cases in contract year) for meeting all standards. Contract incentives will not be included in the calculations for average cost per closure.

Incentive Standards:

DRS will be the final authority on whether the provider meets the required standards, based upon reports received from the provider and upon investigation of DRS records and provider records. The provider must meet the required cost per closure of \$3,800 to be considered for an incentive payment.

- ?? The provider's average cost per closure for the contract year is at least 10% below the required average cost per closure for this contract
- ?? The manager of the Employment and Retention program is CRC, LPC, CVE, or LCSW certified;

- ?? The average tenure for Employment Training Specialists (ETS) working under the contract is 2 years or more;
- ?? The average salary for ETS working under the contract is \$22,000 or more;
- ?? The counselor satisfaction rating is above average;
- ?? The percent of individuals who complete the Assessment Milestone and the Job Placement Milestone is at least 20% above the average for Employment and Retention.
- ?? The average job retention of individuals placed by the provider and closed employed by DRS is 1 year or more;
- ?? The average individual wage at closure is 10% higher than the statewide average of Employment and Retention wages at closure;
- ?? Percent of job placements that are unskilled or entry level jobs is at least 20% below the average for Employment and Retention.
- ?? The average length of time from receipt of first authorization to first placement for individuals served by the provider averages less than 60 days;
- ?? The annual average work week hours of individuals at closure are 30 hours or more;
- ?? The percentage of individuals closed who receive employer paid health care benefits exceeds the statewide average for Employment and Retention from the previous state fiscal year, and in no case is below 10% of the closed cases.

B. Special Incentives

Based on availability of DRS funds, certain special incentive payments may be earned and paid on a quarterly basis, if the following conditions are met and proper documentation is provided:

- a. The provider will receive an incentive of \$500 per individual for a one-time payment at placement for difficult-to-serve individuals in these categories: individuals who have felony convictions, high school students who are classified by the school as severely emotionally disturbed (SED), or individuals with HIV/AIDS.
- b. Providers delivering intensive on-the-job training with behavior modification to SED students during their first 100 hours of work will be paid \$70 at completion of each 10 hours of the student's work at minimum wage for up to 100 hours.

Incentive payments will not count against the provider's average cost per closure.

C. SSA Reimbursement Incentives

SSA reimbursement incentives will be made in payments of \$500 to a provider that has been paid for Milestone 5 or an individual closed successfully by DRS who meets the following criteria:

- A) Social Security Administration Beneficiary Independence Incentive: Paid for an SSA working beneficiary who meets the SSA requirements for 12 months of Substantial Gainful Activity and whose benefit check ceases. OR
- B) Medical Benefit Incentive Payment: Paid when an SSA beneficiary retains employment above SGA for 12 months past closure with a minimum of 6 months of employer paid benefits.

The provider will be eligible for two payments of \$500 if the individual meets both criteria. In order to be paid for these incentives, DRS must be eligible to receive reimbursement from the Social Security Administration for the beneficiary, and the provider must submit documentation which evidences the criteria have been met.

QUALIFIED PROVIDERS

A provider that was delivering Employment and Retention Services under contract with the Department of Rehabilitation Services on June 30, 2004 will automatically be qualified to become a provider under the new contract provisions. Those providers not having a satisfactory rating from the assigned technical assistant and DRS field staff will receive a contract on a probationary basis. Providers seeking a contract must submit three copies of the contract with original signatures of the responsible official and attachments provided as required. Each request must include a list of staff working under this contract with salaries paid for each, start date, and proof of Basic Job Coach Certification, or plan of compliance.

If the provider requesting a contract was not a Department of Rehabilitation Services' Employment and Retention provider on 6/30/04, the provider must:

- A. Submit three copies of the contract with original signatures of the responsible official on the contract and the notarized non-collusion affidavit,
- B. Complete and submit three Provider Contract Request Forms,
- C. Provide evidence of financial solvency by submitting a copy of the most recent formal audit (no less than 24 months old); or if a new organization, a 12 month budget with a bank letter of credit sufficient to cover 12 months of operations.
- D. Submit credentials of Program Manager. At a minimum, the Program Manager is required to have a Bachelors Degree and 2 years experience as a Certified Job Coach/ETS, Job Developer, Job Placement Specialist or equivalent; or 4 years experience as a Certified Job Coach/ETS, Job Developer, Job Placement Specialist or equivalent. The Program Manager must also be a Certified ETS by the University of Oklahoma, or by an equivalent training program.
- E. Submit a list of staff who will be working on the contract, providing their respective salary, start date, and qualifications in the form of appropriate certification by the University of Oklahoma. For any non-certified staff, a plan of compliance must accompany the contract.

Assurances

The contractor is an Equal Opportunity Employer and is in compliance with the 1964 Civil Rights Act, including but not limited to Title VI (prohibiting discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance) and Title VII (prohibiting discrimination in employment because of race, color, religion, sex, or national origin). The contractor acknowledges that sexual harassment is a form of sex discrimination that violates Title VII of the Civil Right Act of 1964. The contractor is also in compliance with Title IX of the Education Amendments of 1972, Section 504 or the Rehabilitation Act of 1973, as amended and Executive orders 11246 and 11365. The contractor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments thereto, and all requirements imposed by the regulations issued pursuant to this act.

As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, sex, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. subsection 4212.

The contractor certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR 93, Section 93.105 and 93.110.

The contract further certifies it and its principles meet all requirements found at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.110, Debarment, Suspension and other Responsibility matters.

The contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and implemented at 34 CFR Part 85, Subpart F (§85.600 et.seq.).

In the event the contractor fails to meet the terms and conditions of the contract or fails to provide services in accordance with the provisions of the contract, the DRS may upon written notice of default to Contractor, cancel this contract, and such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Department of Central Services, Central Purchasing Division.

The contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of this contract. Authorized personnel of the U.S. Department of Education, or other pertinent Federal Agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate State entities, shall have the right of access to any books, documents, papers or other records of contract which are pertinent to the performance or payment of this contract in

order to audit, examine, make excerpts, and/or transcripts. The contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

The services to be performed under the contract shall not be subcontracted in whole or in part, to any other person or entity without written approval by the DRS. The terms of this contract and such additional terms as the DRS may require shall be included in any subcontract, and approval of the subcontract shall not relieve the contractor of any responsibility for performing this contract.

The contractor is hereby required to carry liability insurance in accordance with Title 51, Oklahoma Statutes, Supplement 1986, Section 151 to adequately compensate persons for injury to their person or property occasioned by the act of negligence by the contractor, its agents, employees or the like. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the DRS with evidence of such insurance and renewals upon request. Further, the contractor shall agree to indemnify and hold harmless the DRS against any and all bodily injuries and property damages, deficiencies or liabilities resulting from any negligence on the part of the contractor or non-fulfillment of any term or condition of this contract. The contractor shall indemnify and hold harmless the DRS under this contract from any and all assessments, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.

The contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The contractor agrees to devote special attention to its responsibilities under state statutes, observance of the compliance with the requirement thereof shall be the responsibility of the contractor, without reliance on or direction by the DRS. This includes, but is not limited to, total compliance with the Privacy Act of 1974, Public Law 93-579, 5 US Code 552a.

The contractor agrees to meet mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act [P.L. 94-163] codified at 42 USC 6201 et seq.

This contract does not create an employment relationship. Individuals performing services required by this contract are not employees of the State of Oklahoma nor the DRS. Contractor's employees shall not be considered employees of the State of Oklahoma nor the DRS for any purpose and as such shall not be eligible for benefits accruing to state employees.

The contractor assures compliance with the DRS' requirements pertaining to the protection, use and release of personal information. Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

The contractor understands and agrees that the award is based on an indefinite quantity of goods or services which may or may not be utilized at the option of the DRS. The DRS reserves the right to increase or decrease the quantity of goods or services received and any funds encumbered without prior notification to, or approval from, the contractor. Neither contractor nor

any other parties may rely upon any amount set by the DRS in the contract or otherwise as a guaranty, warranty or any other promise of receipt or payment of that amount, except for those goods provided and accepted by the DRS pursuant to this contract.

Contractor shall operate a system for resolution of grievances by recipients of the services provided under this contract regarding the substance or application of any written or unwritten policy or rule of the Contractor, or any decision, behavior, or action by the Contractor, its agents or employees. The grievance system used by the Contractor shall be subject to approval by the Department.

It is further agreed by both parties that this agreement may be canceled by either party by providing thirty (30) days prior written notice. This agreement may be modified by mutual consent of the parties, in writing. Either party may terminate the agreement immediately upon written notice in the event of mutual breach of the agreement

(A) Organizations that expend \$300,000 or more in a year in Federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 24, 1997 Revision), "Audits of States, Local Governments and Non-profit Organizations," pursuant to the Single Audit Act of 1984 and Amendments of 1996, P.L. 104-156. The contractor shall provide written notice to the Department no later than 60 days after the contractor's year end when a Single Audit is not required and provide a listing of federal funds expended per program and grantor.

Organizations that expend less than \$300,000 in a year in Federal funds may be included in a limited scope audit of the contract performed by an independent auditor which is arranged by and paid for by the Department of Rehabilitation Services or pass-through agency. Federal subrecipients shall comply with OMB A-102 or A-110, as applicable.

(B) Organizations that receive in excess of \$50,000 per year in State funds from D.H.S. shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of Awards listing all State and Federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding

If the provider receives \$25,000 or more per year in federal and/or state financial assistance, an annual certified audit which conforms to Government Auditing Standards shall be performed. In addition they must cooperate with the assigned DRS ESS Technical Assistant in performing an annual Program Audit.

The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of Federal and/or State Financial Assistance and a Supplementary Schedule of Revenue and Expenditures which reflects each contract awarded by the DRS.

Claims for reimbursement of services shall be submitted within ninety (90) calendar days of the provision of services. DRS has 45 days, according to State law, after receipt of claim to pay without incurring a responsibility to pay interest on unpaid balances. Supporting encumbrances may be cancelled upon a lapse of six months from the actual provision of services, unless specified otherwise in the contract.

The contract is subject to the availability of State and/or Federal funds. If such funds become unavailable, or if the total amount of funds allocated hereunder should become depleted or reduced during the term of this agreement, and no other funding is found, this agreement may then be either reduced or terminated prior to completion of the contract period. Upon written notice to Contractor provided however that such reduction or termination shall not be effective with regard to services provided prior to Contractor's receipt of such notice.

Signatures:

Provider of Services

Department of Rehabilitation

Responsible Official **Date**

Linda S. Parker, Director **Date**



**State of Oklahoma
Department of Central Services
Central Purchasing**

**CONTRACT
NON-COLLUSION
AFFIDAVIT**

In accordance with 74 O.S. § _____, of lawful age, being first duly sworn, on 85.23, _____ oath says:

1. (S)he is the duly authorized agent _____ (vendor), of _____ the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached; and

In accordance with 74 O.S. § 85.42.B, the contractor further certifies that no person who has been involved in any manner in the development of that contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

In accordance with 74 O.S. § 85.41.F.1., if this contract is for professional services as defined in 74 O.S. § 85.2.25, **and** if the final product is a written proposal, report, or study, the contractor further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Signature

Date

Printed Name

Title

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

Notary Public

My Commission Number: _____

