

**PROVIDER CONTRACT REQUEST FORM
JOB PLACEMENT SERVICES**

Provider Name: _____

FEI Number: _____

Address: _____

Phone: _____ Fax: _____

Program Manager: _____ E-mail: _____

OMMIS Manager: _____ E-mail: _____

Type of Provider:

- Private, non-profit agency
- Private, for-profit agency
- School, state agency or other public entity
- Private individual
- Other _____

Proposed Geographic Service Area: _____

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:

Evidence the qualified professional designated to supervise or provide JP services has one of the following:

- CRC, CVE, or LPC;
- Masters in related field;
- Bachelors degree and 2 years experience; or
- 4 years experience as a Certified Job Coach/ETS, Job Developer, Job Placement Specialist or equivalent

DEPARTMENT OF REHABILITATION SERVICES CONTRACT FOR JOB PLACEMENT SERVICES

Contract Period July 1, 2004 through June 30, 2005

The Department of Rehabilitation Services (DRS) will purchase Job Placement (JP) Services for eligible individuals from qualified providers who comply with the provisions of the contract. Job placement services are intended for DRS individuals who require some assistance in finding competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

Milestone Rates

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. Each milestone will be pre-authorized by the counselor and will be paid only once per case. Payment of a milestone will constitute payment in full for all services delivered during that phase of the program, with the exception of mileage reimbursement.

A maximum of \$2,020 will be paid per individual in the following increments:

Milestone AS: Assessment and Job Preparation	\$ 200
Milestone PL: Job Placement	\$ 620
Milestone RE: Successful Rehabilitation	\$1200

Milestone Descriptions

A. Assessment and Job Preparation (Optional) – Milestone AS

Outcome: The individual understands and can articulate their job interests and qualifications, has made a job choice and is prepared for employment.

Services: The provider will assess the individual's specific job interests and qualifications for employment to determine a specific job match, if this has not already been determined jointly by the individual and counselor. Depending upon the specific needs of the individual and the request of the Counselor, services include job seeking skills training or assistance with a self-directed career search. Job Seeking Skills training may be delivered individually or in groups of 10 or fewer.

Required Documentation:

1. Assessment results including potential job matches;
2. Copy of individual's resume;
3. Documentation of classroom or individual instruction by the provider with individual;
4. Signed verification from individual that services have been delivered
5. OMMIS Customer Milestone Achievement Form

B. Job Placement – Milestone PL

Outcome: The individual is working successfully in a full time job which matches his or her vocational goal.

Services: 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.

Job placement is complete when the individual has completed the 3rd day of work.

Required Documentation:

1. Work Verification form signed by employer;
2. Description of job accommodations to be implemented;
3. SSA Earnings Report (if SSI/SSDI recipient);
4. OMMIS Customer Milestone Achievement Form.

C. Successful Rehabilitation – Milestone RE

Outcome: The individual has been successfully employed in a permanent job that meets the VR criteria for successful case closure with a minimum of 90 days job retention.

Services: The vendor has provided work adjustment counseling, a minimum of two times during the first month of employment, and monthly thereafter until case closure, to ensure individual satisfaction and retention of the job placement. The provider has followed up with the employer to ensure the employment is secure and that the employer is satisfied with the individual.

Required Documentation:

1. Work Verification Form signed by employer;
2. Job Accommodations Implementation Report;
3. Record of hours worked per week and support contacts;
4. Employee satisfaction survey; and
5. OMMIS Customer Milestone Achievement Form.

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, due when the job has lasted for at least 2 weeks, 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.

SSA Reimbursement Incentives

SSA reimbursement incentives will be made in payments of \$500 to a provider that has been paid for Milestone RE for 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.

Minimum Contract Standards

Contracts will be monitored for compliance with reporting requirements. The provider must comply with minimum contract standards to retain a DRS contract.

- a) The provider maintains an average cost per closure of \$2,500 (total amount billed divided by the total number of individuals completing the Successful Rehabilitation Milestone).
- b) The provider ceases taking new referrals if the placement rate falls below 60% of individuals who have completed the Assessment and Job Preparation Milestone.
- c) The job placement service is provided by or is operated under the supervision of a qualified professional. The qualified professional may be a Certified Rehabilitation Counselor, Certified Vocational Evaluator, Licensed Professional Counselor, or an individual with a Masters degree in a related field, a Bachelors degree and two years of experience in a related field, or four years experience as a Certified Job Coach/ETS, Job Developer, Job Placement Specialist or equivalent.
- d) For payment of a milestone, the provider submits properly completed claim forms with documentation subject to approval of the DRS Counselor.
- e) The provider achieves a satisfactory rating on the Counselor Satisfaction Survey.

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 (ESS) 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 to ESS required financial reports in a specified format 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, 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 (TA), and to make their case records available to the TA for random audit.
- f) Submit to the counselor for payment of milestones properly completed claim forms with documentation as required by each milestone, and other documents as requested by the DRS counselor.

Qualified Provider

Qualified providers may include any private for profit company or individual, or private non-profit or public agency, with the minimum qualifications described in item “c)” under Minimum Contract Standards, willing to deliver services as required and under the payment parameters described. Providers must submit to DRS three contracts with original signatures with information attached to evidence their compliance with the required staff qualifications to the satisfaction of DRS. To continue to qualify as a provider, these credentials must be maintained and provided to DRS as requested or at least annual upon request for renewal.

Assurances

The contractor is an equal opportunity employer, a provider of services and/or assistance, is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Order 11246, as amended. The contractor assures compliance with the Americans with Disabilities Act of 1990 (P.L. 101-336) and all amendments and requirements imposed by the regulations issued pursuant to this act.

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.

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 request the Oklahoma Department of Central Services to mail a written notice of cancellation to the Contractor. Such cancellation shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law.

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.

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].

If the payments pursuant to the contract are expected to exceed \$100,000, the contractor must comply with the Section 306 of the Clear Air Act [42 U.S.C. 1856 {h}], Section 508 of the Clean Water Act [33 U.S.C. 1868], Executive Order 11738, and Environmental Protection DRS Regulations [40 C.F.R. Part 15], which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

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.

Contractor agrees to maintain the confidentiality of the clients' 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 in any manner, directly or indirectly, unless written consent is obtained from the client.

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.

In the event a grievance is filed by a client of the DRS against the contractor for non-compliance to contract specifications, the contractor will be required to response in writing to the specific complaint(s). If, after review by the DRS, a violation is determined to have occurred, further action may be taken.

The contract can be amended by written agreement of both parties. It is further agreed by both parties that this agreement may be canceled by either party by providing thirty (30) days prior written notice.

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.

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.

Auditors will be certified public accountants or public accountants with a valid current permit to practice in the State of Oklahoma. Prior to engaging an accountant, the provider shall notify the Internal Audit Unit of the DRS office of the Inspector General of the identity and qualifications of the selected accountant. Within 30 days of receipt of notification, the Internal Audit Unit shall notify the provider as to the acceptability of the proposed accountant. The provider shall submit three copies of the required audit report including management letter and corrective action plan, if applicable, to the DRS Office of Inspector General within 90 days of the provider's fiscal year end. The agency consents to the Department's examining said auditor's work papers pertaining to the audit.

The travel expenses to be incurred by the contractor pursuant to the contract for services shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act. The contractor shall be responsible for all travel arrangements and provide supporting documentation for reimbursement.

Claims for reimbursement of services shall be submitted within ninety (90) calendar days of the provision of services. 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.

Signatures:

Provider

Department of Rehabilitation Services

Responsible Official

Linda S. Parker, Director

Date

Date



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

**CONTRACT
NON-COLLUSION
AFFIDAVIT**

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

1. (S)he is the duly authorized agent of _____ (vendor), 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: _____

