

**PROVIDER CONTRACT REQUEST FORM
SUPPORTED EMPLOYMENT**

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
- ~~///~~ Qualifications 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 SE services under contract with DRS on June 30, 2003 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

OKLAHOMA DEPARTMENT OF REHABILITATION SERVICES CONTRACT FOR SUPPORTED EMPLOYMENT SERVICES

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

The Department of Rehabilitation Services (DRS) desires to purchase supported employment services which will result in integrated, competitive employment with supports for individuals with the most severe disabilities. 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 supported employment services, and the qualifications and performance expectations for providers delivering services under this contract.

SUPPORTED EMPLOYMENT GUIDELINES

Supported employment provided under the provisions of this contract must comply with the definitions as described:

Supported employment means competitive employment in an integrated setting, or employment in integrated work settings in which individuals are working toward competitive employment, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice with ongoing support services for individuals with the most significant disabilities for whom competitive employment has not traditionally occurred or for whom competitive employment has been interrupted or intermittent as a result of a significant disability; and who, because of the nature and severity of their disabilities, need intensive supported employment services and extended services in order to maintain employment.

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. In both individual and group placements, the individual's wages must be paid by the employer rather than the provider.

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.

Natural supports means any assistance, relationships or interactions that allow a person to maintain employment in ways that correspond to the typical work routines and social interactions of other employees. Natural supports may be developed through relationships with people or put into place by the adaptation of the work environment itself, depending on the support needs of the person and the environment.

Stabilization means the period of time when job coach support is reduced to the long-term maintenance level while the individual retains employment, and personal satisfaction with the job, as well as employer satisfaction with the person's job performance. Stabilization must

include appropriate individualized supports, including a minimum of two employee contacts and one employer contact per month.

SERVICE MODEL

The DRS Counselor, working with the individual and the provider, will designate the service to be used and whether the individual fits the regular or highly challenged rate. Services will be purchased on an individual client basis as authorized by the Counselor. 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 on receipt and acceptance of the required documentation by the DRS Counselor.

SUPPORTED EMPLOYMENT

Supported Employment is intended for individuals with the most significant disabilities in DRS priority group one who require:

- a) substantial assistance in making a job choice;
- b) substantial assistance in getting a job matching that choice;
- c) a significant degree of job site support to learn the job tasks, gain work adjustment skills, and stabilize in employment; and
- d) long-term support to retain employment.

Based upon individual choice and approval of the Counselor, an individual may be placed in a group placement. The milestone payment will be 25% of the regular rate for each milestone. The group placement must meet all supported employment guidelines.

Rates for Services

Regular Rate:

- a. Milestone AS: Assessment and Career Planning \$500
- b. (Optional) Milestone VP: Vocational Preparation \$500
- c. Milestone PL: Job Placement \$1,350
- d. Milestone R4: 4 Weeks Job Support \$1,800
- e. Milestone R8: 8 Weeks Job Support \$1,350
- f. Milestone ST: Job Stabilization \$1,700
- g. Milestone RE: Successful Rehabilitation \$2,300

Highly Challenged Rate:

- a. Milestone AS: Assessment and Career Planning \$500
- b. (Optional) Milestone VP: Vocational Preparation \$500
- c. Milestone PL: Job Placement \$2,500
- d. Milestone R4: 4 Weeks Job Support \$1,500
- e. Milestone R8: 8 Weeks Job Support \$1,500
- f. Milestone ST: Job Stabilization \$1,700
- g. Milestone RE: Successful Rehabilitation \$3,300

I. Supported Employment Milestone Descriptions

A. Assessment and Career Planning - Milestone AS

Outcome: A determination of the individual's informed job choice has been made, and the specific supports the individual will need to perform the chosen job successfully have been identified.

Service Description: A Job Success Plan will be written in collaboration with the individual to plan for assessments to be performed and to use the results of the assessments to establish a vocational goal. Situational assessments will be completed in an employment setting in the community based upon individual choice.. A minimum of two situational assessments in different work settings is required for payment of this milestone. Each situational assessment should be performed in a work setting which assesses the individual's abilities and interests. For individuals with a Mental Illness, one of the two situational assessments may be completed in a ICCD approved Clubhouse or DMHSAS approved Psycho-Social Rehabilitation Program. 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.

Payment will be made when the required services have been performed, and the Counselor has sufficient information to identify the vocational goal, to set the weekly work 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. **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.**

Required Documentation:

1. Benefits Analysis worksheet or Work World printout (if SSI/SSDI recipient),
2. Signed SS Benefits Planning form
3. Plan for Assessment (approved and dated prior to commencing assessments)
4. Situational Assessment reports (minimum of 2 required)
5. Job Success Plan
6. Request for High Challenge Rate with documentation (if indicated)
7. OMMIS Customer Milestone Achievement Form – submitted within 10 days of completion.

B. Optional Service: Vocational Preparation (Job Club) - Milestone VP

Vocational Preparation is intended for individuals who can tolerate classroom training and generalize from the educational/classroom approach, which addresses the following needs:

- a) Work adjustment skills and ego strength building;
- b) substantial assistance in learning how to obtain and maintain employment;
- c) clarification of strengths, interests and career choice.

The groups traditionally (but not exclusively) served under this service are individuals with a primary diagnosis of mental illness, some individuals with physical disabilities and individuals with an acquired brain injury who have little or no recent competitive work experience. When this service is appropriate, it is authorized by the DRS Counselor to be provided in conjunction with the Assessment Milestone.

Outcome: The individual has clarified their career/employment objectives which include short-term and long-term vocational goals developed collaboratively with the individual.

Service Description: A group vocational exploration process, Job Club, will be completed. The process will take a minimum of fifteen hours, be conducted in groups of at least 3 but no more than eight individuals by a qualified ETS who has completed the Job Club Training for Trainers, and result in a Career Plan that can be used by the DRS Counselor to establish the Vocational Goal. A Job Club will not be initiated until at least 50% of the last Job Club graduating class has completed the Job Placement milestone.

Required Documentation:

- 1) Copies of summary pages from vocational interest inventories;
- 2) Copies of tests indicating the participant achieved 80% of the pre-defined Job Club competencies;
- 3) Copy of certificate of achievement issued to individual;
- 4) Other information as requested by the DRS counselor; and
- 5) OMMIS Customer Milestone Achievement Form

C. Job Placement - Milestone PL

Outcome: The individual has been placed in a job of his/her choice as defined in the Job Success Plan, which meets the requirements of supported employment guidelines and the objective in the IPE. Job placement is complete when the individual has completed the third day of work.

Service Description:

Job placement will include job development specific to the chosen career goal and analysis of the job site for needed accommodations. The provider will perform a job analysis and a discrepancy analysis identifying the specific supports the individual will require to perform the job tasks. 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. This milestone will only be paid with evidence the vendor was actively involved in the development of the job. Job development includes appropriate job matching, initial contact and consultation with the employer, and identification and negotiation of necessary job accommodations with the employer.

If the individual is working at less than minimum wage to start in either individual or group placement, the employer must hold an appropriate DOL certificate.

The provider assures that individual, payee and/or family are aware of their responsibility to report earned income to SSA monthly.

Required Documentation:

1. Job Analysis (completed before 1st day of work)
2. Discrepancy Analysis/Job Accommodation Plan (completed before 1st day of work)
3. Pre-Placement Report - fax to VR Counselor prior to placement
4. Work Verification/Employer Assessment (employee completed 3rd day of work)
5. SSA Earnings Report, if SSI/SSDI Recipient
6. OMMIS Customer Milestone Achievement Form

D. Four Weeks Job Support – Milestone R4 (Retention - 4 weeks)

Outcome: The individual has worked successfully for a minimum of four weeks.

Service Description: During this job retention phase the worker will be provided intensive on and off job site supports that will assist the individual in adjusting to the demands of the job. The provider will provide or arrange for implementation of supports, as identified in the discrepancy analysis and natural supports plan, and discussed with the Counselor.

If the individual experiences behavior problems interfering with successful adjustment to the job, the ETS will collect data, develop a behavior plan, and will begin implementing it. The ETS may request the assistance of the Behavior Consultant, as needed.

Only weeks in which hours exceed 40% of the weekly work goal and in which training and supports are provided will be counted towards the minimum four weeks.

This milestone will only be paid with evidence of significant on-site training and support.

Required Documentation:

1. Work Verification/Employer Satisfaction Survey
2. Record of hours worked per week
3. Work Behavior Support Plan (if required)
4. Job Accommodation Implementation form (report implementation results)
5. Natural Supports Plan
6. Natural Supports Agreement (if applicable)
7. OMMIS Customer Milestone Achievement Form

E. Eight Weeks Job Support – Milestone R8 (Retention - 8 weeks)

Outcome: The individual has worked successfully for a minimum of 8 weeks and has received the appropriate support services.

Service Description: During this job retention phase, the worker will be provided on and off job site supports that will assist the individual in adjusting to the demands of the integrated work environment to assure long-term job success. The provider will provide or arrange for implementation of supports as identified in the discrepancy analysis and natural supports plan.

If the individual is working in a job at less than minimum wage, the individual's wage must have increased to minimum wage or greater before milestone 4 is completed.

Required Documentation:

1. Work Verification/Employer Satisfaction Survey
2. Record of hours worked per week
3. Job Accommodation Implementation form (update implementation results)
4. Employee Satisfaction Survey
5. OMMIS Customer Milestone Achievement Form

F. Job Stabilization – Milestone ST

Outcome: The individual has worked successfully for the minimum required weeks (a total of 12 weeks for individuals receiving services under the regular rate and 17 weeks for individuals who are highly challenged) and is working the minimum work hours set in the weekly work goal

identified in the IPE. Only weeks in which hours worked meet the weekly work goal and in which training and supports were provided will be counted. To achieve job stabilization, the individual must have worked at least two entire shifts without job coach support in one week.

Service Description: Supports which will keep the individual stabilized in employment on a long-term basis have been put in place. Ongoing supports include a minimum of two individual contacts and one employer contact per month unless a Natural Supports Plan has been signed by the employer. The individual's satisfaction with the job is assured, as is the employer's satisfaction with the individual's' work performance.

Required Documentation:

1. Work Verification / Employer Satisfaction Survey
2. Record of hours worked per week
3. Employee Satisfaction Survey
4. Statement regarding provision of extended services, with Natural Supports Agreement, when appropriate (if not previously provided)
5. OMMIS Customer Milestone Achievement Form

G. Successful Rehabilitation – Milestone RE

Outcome: The individual has been employed a minimum of 90 days beyond stabilization and the case is ready for closure according to the DRS Counselor.

Service Description: The provider has submitted all required documentation for closure, the individual is satisfied with the job, the employer is satisfied with the individual's job performance, extended services are in place, all supported employment requirements have been met. The individual has received adequate training and supports, which include not less than two individual contacts and one employer contact per month.

Required Documentation:

1. Work Verification/Employer Satisfaction Survey (employee worked 90 days beyond stabilization)
2. Employee Satisfaction Survey
3. OMMIS Customer Milestone Achievement Form

II. Re-Placement of Recently Rehabilitated Individuals*

This model of service is intended for individuals who have completed the final SE milestone, Successful Rehabilitation (26 Closure), with the same provider, within the last 2 years. The provider's previous assessment and familiarity with the individual and the client's previous work experience should reduce the amount of work required of the provider to re-place the individual. The Provider must first justify to the DRS Counselor why extended services are not available or adequate to cover re-placement at no cost to DRS.

- 1) If extended services are not adequate to support re-placement, then the vendor must provide the Counselor and assigned DRS-ESS Technical Assistant the following documentation along with the Job Loss Analysis (see number 2):
 - a. The dates of all follow-along support (at least 2 times per month while employed)
 - b. The narrative record of support provided for the 60 days prior to the job loss.

- c. If Natural Supports were utilized, the Natural Supports agreement should be attached with a summary of the outcome.
- 2) **The Job Loss Analysis.** The Counselor and the assigned ESS Technical Assistant will collaborate to have the provider address three issues before authorizing for SE again. This information should be submitted by the Provider to the Counselor with a copy to the TA within 30 days after the written request**:
- a. Provider related reasons for job loss, whether the job loss was due to negligence of the service provider and, if so, how these deficiencies will be addressed in a new placement;
 - b. Client related reasons for job loss and what new employment support strategies will be used to ensure these problems do not re-occur, and
 - c. Employer related reasons for job loss and what new strategies can be used to ensure these problems do not re-occur,
- 3) If these issues are satisfactorily addressed, then a new SE authorization can be done and the following milestones paid:
- ?? **Vocational Preparation/Job Club** – optional - at the discretion of the counselor, as a method to refine job interest and skill information for job re-matching purposes, or for an individual with trust issues, this milestone may be authorized for trust/rapport building with different staff at the same Provider.
 - ?? **4 week Job Support** - provides for intensive on site training by a job coach.
 - ?? **Job Stabilization** - required 90 days before an SE closure.
 - ?? **Successful Rehabilitation** – 90 days after Stabilization.
- Assessment and Job Placement will not be paid.**

Recently Rehabilitated Individuals Rate:

Regular Rate:

- A. Vocational Preparation (Job Club)- Milestone VP: (optional) \$500
- B. 4 Weeks Job Support – Milestone R4: \$1,500
- C. Job Stabilization – Milestone ST: \$1,250
- D. Successful Rehabilitation – Milestone RE: \$2,300

Highly Challenged Rate: (only if previous case was HC)

- A. Vocational Preparation (Job Club)- Milestone VP: (optional) \$500
- B. 4 Weeks Job Support:- Milestone R4 \$2,000
- C. Job Stabilization – Milestone ST: \$2,000
- D. Successful Rehabilitation – Milestone RE: \$3,100

For service definitions and documentation requirements see Section I. above. The service definitions and documentation are the same for Re-placement as the initial placement described in Section I.

***Exceptions:** If the individual chooses a new provider or if the client is a Hissom Class member, then all of the standard SE milestones would be available at the counselor’s discretion. The Counselor, after consultation with the assigned ESS Technical Assistant, will make a determination on other exceptions.

** In cases where the client chooses a new Provider, the Counselor can request this same job loss analysis in order to determine if SE is appropriate and/or what other support services may need to be available from the new Provider. The Counselor should request that the assigned Technical Assistant/PFR assist them in obtaining this information from the previous Provider.

HIGH CHALLENGE CRITERIA

Based on information provided by the provider, the DRS counselor will designate whether the individual meets the criteria for the highly challenged (HC) rate. Provider must submit documentation to the DRS Counselor along with the request for the HC rate. In order to be considered highly challenged, an individual must meet **2** of the following criteria:

- ?? Requires a personal care attendant at the job site;
- ?? Has exhibited an ongoing, documented pattern of explosive behavior, physical aggression, self abuse or destruction of property which would jeopardize himself/herself or others at the worksite;
- ?? During the last 2 years has experienced 3 or more events (e.g. hospitalization, recurring health or mental health issues), or a total of 12 weeks incarceration or other institutionalization, which interrupted work or ability to live independently;
- ?? Evidence of rejection of the individual by other providers (e.g. vocational, schools, etc.) as being too difficult to serve;
- ?? Is a member of the Hissom class or meets eligibility criteria for the Assertive Community Treatment program;
- ?? Alcohol and/or substance abuse is a secondary disability which has resulted in loss of employment within the last 2 years;
- ?? The individual's primary or secondary disability is Borderline Personality, Autism or Deaf/Blindness;
- ?? Has had 3 or more changes of anti-psychotic medications in the past year;
- ?? Requires specialized assistive technology such as sensory aids, telecommunication devices, adaptive equipment, and/or augmentative communication devices to succeed in employment.
- ?? Other - Vendor supplies documentation to Assigned ESS Technical Assistant to support an additional complicating factor not listed that would likely increase service costs and difficulty to serve (must have at least one other category documented first). Assigned TA must approve in writing in advance.

The percent of HC may not exceed 35% of the total caseload. This will be evaluated by the assigned TA as part of the mid-year and annual reviews. Programs that exceed this percentage may be sanctioned at the discretion of the assigned TA.

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 \$10,000 for individuals served under the base/enhanced rates and \$13,000 for individuals who are highly challenged. The average cost will be determined by totaling all milestone payments per level (regular; highly challenged) and dividing by the number of closures per level (regular; highly challenged) to arrive at the two required averages.

2) Average Work Hours for Individuals

The work hours for "regular" individuals at closure will average no less than 22 hours per week.

3) Staff Qualifications

A. **Employment Training Specialists:** The minimum salary paid to an 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.

An ETS delivering services must also successfully complete at least five of the seven additional basic training courses described below within 12 months of initiation of this contract or within 12 months of hire, whichever is relevant to the individual ETS. Training can be delivered through formal workshops from OU NCDDET, the University of North Texas CRP-RCEP, on line training provided by VCU or other DRS recognized sources, computer based training or in-service training provided by the assigned ESS Technical Assistant. ETS's delivering services to individuals with Developmental Disabilities must take #1 Work Behavior Support Training as one of their five courses.

- 1) Work Behavior-Support Training (Instructional Strategies; Data collection; Functional Analysis and Behavioral Support Plan development);
- 2) Performing and Reporting on Situational Assessments and Discrepancy Analyses;
- 3) Natural Supports;
- 4) Social Security Work Incentives/WorkWORLD (ETS's may test out of this course by passing an examination administered by DRS); and
- 5) Completion of the training CD, "Effective Training at Work" as evidenced by the certificate issued.
- 6) Job Development/Marketing of Supported Employment
- 7) Job Club Training (required if ETS is conducting Job Clubs)

B. **Supported Employment Managers:** Providers delivering services under this contract must designate a manager or managers of the supported employment program. Managers working under this contract must be "certified" by completing the basic ETS training course by passing the examination administered by the University of Oklahoma prior to the initiation of the contract. Managers who have completed basic ETS training

through other means may provide evidence of completion of equivalent training and must pass the examination(s) administered by the University of Oklahoma to become certified under the terms of this contract. Program Managers are required to complete all training required for Employment Training Specialists, as outlined in the previous section, based on the supported employment service model offered.

Managers who oversee Supported Employment programs in a provider agency must attend required quarterly training sessions offered by or sponsored by Employment Support Services. Advanced notice to ESS is required for an excused absence.

- C. **Vocational Preparation/Job Club Trainers:** Prior to delivering Vocational Preparation services, i.e., job club sessions to customers, trainers must successfully complete the job club training for trainers offered by the University of Oklahoma.
- D. **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.

4) **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 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 and in achieving contract incentives. The quarterly report will also include the results of a project manager 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 Technical Assistant (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/or minimum standards, the provider will be placed in probationary status and must agree to a plan for correction to bring the services into compliance. The plan of correction will be written within 30 days after the provider is found to be out of 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 Milestone 1.

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 DRS's investigation of DRS records and provider records. The provider must meet the required cost per closure of \$10,000 for regular and \$13,000 for highly challenged individuals 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 each of the applicable services;
- ?? The manager of the Supported Employment program is CRC, LPC, CVE, or LCSW certified;
- ?? The average tenure for Employment Training Specialists (ETS's) working under the contract is 2 years or more;
- ?? The average salary for ETS's working under the contract is \$22,000 or more;
- ?? The counselor satisfaction rating is above average;
- ?? The percent of individuals who complete an assessment and are placed in a job is at least 20% above the average for Supported Employment;
- ?? 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 supported employment wages at closure;

- ?? 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 average work hours of individuals at closure are 30 hours or more;
- ?? Percent of job placements that are unskilled or entry level jobs is at least 20% below the average for Supported Employment providers;
- ?? The percentage of individuals closed with employer paid health care benefits exceeds the statewide average for Supported Employment from the previous state fiscal year, and in no case is below 10% of the closed cases .

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 the Successful Rehabilitation milestone for an individual closed successfully by DRS who meets the following criteria:

- b. **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
- c. **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 health care 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 PROVIDER

Qualified providers may include public entities as well as private non-profit and private for-profit entities. Providers desiring to deliver services under this contract must designate a manager of

the supported employment program and employ a sufficient number of staff (no less than 1.5 FTE) to provide backup to ensure working individuals receive appropriate supports.

A provider that was delivering supported employment 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. An exception will be those providers not having a satisfactory rating from the assigned technical assistant and DRS field staff will receive a contract on a probationary basis. Current providers applying for a new contract are required to 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 Employment Training Specialists working under this contract with start date, salary, and proof of Job Coach Training certification or plan of compliance.

If the provider requesting a contract was not a Department of Rehabilitation Services' supported employment 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 3 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: _____

