

*SUB-RECIPIENT CONTRACT DECLARATIONS & EXECUTION*

<b>Title of Contract:</b>	<b>CFDA No.</b>	<b>RFP No.</b>	<b>Contract No.</b>
Menu of Services Sub-recipient Contract	84.126		

This Contract shall be signed by both parties before the Sub-recipient provides any services pursuant to it. The Agency is not obligated to make payment for any services or deliverables provided by or on behalf of the Sub-recipient before the Contract is executed by both parties. This Contract is entered into by the following parties:

<b>Agency of State: (hereafter "IVRS" or "Agency")</b>	<b>Sub-recipient: (hereafter "Sub-recipient")</b>	
Iowa Vocational Rehabilitation Services		
<b>Agency Principal Address ("Notice Address"):</b>	<b>Sub-recipient Principal Address ("Notice Address"):</b>	
510 E 12 St, Des Moines, IA 50319		
<b>Contractor Tax ID No.</b>	<b>Organized under the laws of:</b>	State of Iowa

<b>Contract Information:</b>	<b>Start Date</b>	<b>End Date</b>	<b># of Yearly Extensions</b>	<b>Billing Frequency:</b>
<b>Article I. Period</b>	10/1/10	9/30/11	2	<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other
<b>Maximum Value of Contract &amp; Amendments</b>			\$	
<b>Amount of Insurance Coverage(s) Required</b>			<b>See Section 11 Insurance</b>	
<b>Federal Funds Involved?</b>	Yes		<b>Contract Available to</b>	<input type="checkbox"/> State Agencies <input type="checkbox"/> Political Subdivisions
<b>Contract Attachments</b>				
<input checked="" type="checkbox"/> Reports (Exhibit B)	<input checked="" type="checkbox"/> Budget (Exhibit C)	<input checked="" type="checkbox"/> Contract Certifications- Federal funds	<input checked="" type="checkbox"/> Statement of Work and Performance Measures (Exhibit A)	

**Agency Accounting Codes: Fund:** 0001 **Agency:** 283 **Approp:** 167 **Org:** 1000's **Task:** **Prog:** CF11/CN11

<b>Agency Contract Manager:</b>	<b>Sub-recipient Project Manager:</b>
Name: Lee Ann Russo	Name:
Address: 510 E 12 St Des Moines IA 50319	Address:
Tel: (515) 281-4144	Tel:
e-mail: <a href="mailto:leeann.russo@iowa.gov">leeann.russo@iowa.gov</a>	e-mail:
<b>Agency Billing Address:</b>	<b>Sub-recipient Billing Contact:</b>
Name: Iowa Vocational Rehabilitation Services	Name:
Address: 510 E 12 St Des Moines IA 50319	Address:
Tel: (515) 281-4144	Tel:

This Contract consists of the above information, the attached Contract including all Contract Attachments listed above and Amendments, if any (hereafter "Contract"). In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

<b>Agency, by:</b>		<b>Sub-recipient, by:</b>	
Signature:		Signature:	
Printed Name: Stephen A. Wooderson		Printed Name:	
Title: Administrator	Date:	Title:	Date:

**Statement of Purpose:** Iowa Vocational Rehabilitation Services ("IVRS") is providing funds to Sub-recipient for the purpose of providing Menu of Services for IVRS clients.

## MENU OF SERVICES SUB-RECIPIENT CONTRACT

### 1. Contract Purpose.

- A. Iowa Vocational Rehabilitation Services (IVRS) has received federal grant funds from the United States Department of Education to fund Vocational Rehabilitation Services.
- B. The parties are entering into this contract for Sub-recipient to provide [insert names of Menu of Service D codes].

### 2. Term.

- A. Term. The initial term of this Contract is from October 1, 2010, through September 30, 2011.
- B. Renewals. This Contract may be renewed, at IVRS's sole discretion and subject to available funding, for up to 2, one-year terms upon such terms and conditions as are provided in amendments to this Contract.

### 3. Incorporation of Grant Documents.

- A. Incorporation. This contract incorporates IVRS's Informal Solicitation and Sub-recipient's response.
- B. Resolution of inconsistencies or conflicts. If there is any inconsistency or conflict between the specific provisions of this Contract, the Informal Solicitation and Sub-recipient's response, the parties agree that any such inconsistency will be resolved by giving preference to the specific provisions of this Contract, then the Informal Solicitation, and then the Sub-recipient's response.

### 4. Statement of Work.

- A. Services. Sub-recipient shall perform the services as described in Exhibit A.
- B. Changes to the Statement of Work. Sub-recipient shall submit proposed changes to IVRS for prior approval and may only be made in accordance with subsection 16.B of this Contract.
- C. Performance measures. Sub-recipient's performance shall comply with and conform to the terms, conditions, requirements and standards of performance as provided in this Contract including, without limitation, the performance standards regarding deliverables as provided in Exhibit A.

### 5. Compensation.

- A. Budget. Sub-recipient shall provide the services under this contract and pay all related expenses in accordance with the budget attached to this Contract as Exhibit C. [Sub-recipient shall promptly notify IVRS of any line item

expenditures in excess of the approved budgeted amounts and shall propose budget reconciliation to IVRS, subject to IVRS' approval; budget reconciliations shall require an amendment to Exhibit C. Excess line item expenditures will be paid at the sole discretion of IVRS but in all cases will be subject to the maximum compensation as provided in subsection B. of this Section 5].

- B. Allowable costs.** IVRS will reimburse Sub-recipient for the allowable costs that Sub-recipient incurs in performing the work under this Contract not to exceed \$\_\_\_\_\_. IVRS will not reimburse Sub-recipient for any cost that is contrary to any restriction or limitation in the grant, OMB Circular A-122, or any other applicable laws, rules, regulations, and policies. All grant funds distributed to Sub-recipient shall be used solely for the provision of services.
- C. Invoices.** Sub-recipient shall prepare an invoice or R450 Form and submit it within thirty (30) days after the Menu of Services service has been provided. The R450 shall contain an itemization of all expenses incurred for service(s) provided. Invoices and all required supporting documentation shall comply with all applicable rules concerning payments of such claims. By submitting an invoice, Sub-recipient represents to IVRS that:
1. The expenditures identified in the invoice or R450 are within the scope of services described in Exhibit A; and
  2. The costs are allowable, allocable, and reasonable in accordance with the grant, OMB Circular A-122, and any other applicable laws, rules, regulations, and policies.
- D. Payment of invoices.** IVRS will review each invoice or R450 for compliance with this Contract and applicable laws, rules, regulations, and policies. It will approve all or a portion of the amount sought in the invoice and will pay the approved amount within the time required by Iowa Code section 8A.514 and 11 Iowa Administrative Code chapter 42. If the Agency in good faith determines that the Sub-recipient has failed to satisfactorily perform or deliver any service or deliverable as required by this Contract, the Sub-recipient shall not be entitled to compensation for the service until Sub-recipient completes satisfactory performance. In this event, IVRS may withhold that portion of the Sub-recipient's compensation which represents payment for services that were not satisfactorily performed.
- E. Documentation.** Sub-recipient shall provide and maintain supporting documentation for all expenditures incurred by it under this Contract. Supporting documentation required under this subsection shall include, without limitation, sufficient information to allow Sub-recipient's activities to be traced to the performance of this contract, as required by 34 CFR 80.20(a)(2), and to enable IVRS to verify the claimed expenditures comply with all other applicable state and federal rules concerning payments of such claims. Non-compliance may result in denial of payment and shall be determined by IVRS in its sole discretion.

- F. Payment is no waiver. By paying all or a portion of an invoice, IVRS does not waive its ability to challenge any reimbursement for failing to comply with this contract at a later date.
- G. Offset and set off. If IVRS reimburses Sub-recipient for unallowable costs or costs that otherwise fail to comply with this Contract, IVRS may offset any payments to Sub-recipient under this Contract to recoup payment of the costs. If there are insufficient funds under this Contract to offset, Sub-recipient authorizes IVRS to set off overpayment from money owed Sub-recipient by IVRS, the State, or any other agency of the State under any other contract.
- H. Availability of funds. All compensation is subject to the availability of State and Federal funds.

## 6. Monitoring.

- A. Reports and financial statements. Sub-recipient shall submit reports of program and financial activities in accordance with Exhibit B. IVRS will review the reports for completeness and to determine that the Sub-recipient has satisfactorily performed services required by this Contract. IVRS may withhold payment for services that were not satisfactorily performed.
- B. Site visits. At its discretion, IVRS may make visits to Sub-recipient's place(s) of operation to inspect and review Sub-recipient's physical facilities, financial records, case files, and operational policies and procedures, including but not limited to, firsthand observation of Sub-recipient's delivery of services and any other aspects of Sub-recipient's program as may be reasonably necessary to ensure compliance with this Contract.
- C. Technical assistance. IVRS may visit to Sub-recipient's place(s) of operation and communicate with its staff to assist Sub-recipient in the performance of its responsibilities pursuant to this Contract and to ensure satisfactory progress.
- D. Contacts with staff and clients. IVRS may by telephone, personal contact or otherwise interview staff or clients of Sub-recipient as necessary to ensure compliance with this Contract.
- E. Monitoring and evaluation reports. Sub-recipient shall timely furnish to IVRS reports, results of investigations, or any other information resulting from any monitoring and/or evaluation by any entity of its program and/or operations.
- F. Monitoring Tool. A monitoring tool summarizing how IVRS will monitor the Sub-recipient's performance under this Contract is attached as Exhibit D.

## 7. Control of Staff.

- A. Control and supervision. All staff provided by Sub-recipient under this Contract will at all times be under Sub-recipient's direct control and supervision.

- B. Criminal history verifications. Sub-recipient is solely responsible for obtaining a criminal history record check on its staff, applicants for employment or volunteers. Sub-recipient shall develop policy and procedures for reviewing criminal arrests or convictions of staff, applicants or volunteers.
- C. Discipline. Sub-recipient is solely responsible for selecting, hiring, disciplining, terminating, and compensating its staff. If IVRS believes that any of Sub-recipient's staff fails to perform duties in a manner that is consistent with this Contract, IVRS will notify the Sub-recipient as soon as practicable. Sub-recipient shall investigate the matter and, if and as appropriate, discipline, reassign, or terminate the staff. IVRS does not have authority to discipline, reassign, or terminate Sub-recipient's staff, but has the authority to require that a particular member of Sub-recipient's staff not be assigned or allowed to provide services under this Contract.
- D. Employment costs. Sub-recipient will provide for and pay all employment costs of its staff including, but not limited to, workers' compensation, unemployment insurance, health insurance, and other benefits and compensation, and will make and remit all payroll withholdings with respect to its staff as required by law. IVRS shall have no liability whatsoever for any such employment costs to or for the benefit of Sub-recipient's staff. Sub-recipient shall provide IVRS with evidence of the payment of such benefits upon IVRS's request.

**8. Termination.**

- A. Immediate termination by IVRS. IVRS may immediately and unilaterally terminate this Contract upon the occurrence of one or more of the following events:
  - 1. IVRS determines that Sub-recipient's acts or omissions have caused, or reasonably could cause, a client's life, health, or safety to be jeopardized or has or may expose IVRS or State to material liability;
  - 2. Sub-recipient fails to comply with any provision of this Contract providing for immediate termination;
  - 3. IVRS, in its sole discretion, determines that Sub-recipient made a statement, representation, warranty or certification that is materially false, deceptive, incorrect, or incomplete; or
  - 4. Sub-recipient fails to comply with any applicable federal, state (including, but not limited to, Iowa Code Chapter 8F), or local law, rule, regulation, ordinance, or order while performing under this Contract.
- B. Termination on notice by IVRS. Following 30 days' written notice, IVRS may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to Sub-recipient. Following termination upon notice, IVRS will pay Sub-recipient, upon submission of invoices and proper proof of claim, for services provided and allowable expenditures incurred under this Contract up to and including the date of termination.

- C. Termination for cause by IVRS. IVRS may declare Sub-recipient to be in default of its obligations under this Contract upon the occurrence of any of the following events:
1. Sub-recipient fails to observe and perform any covenant, condition or obligation created by the Contract;
  2. Sub-recipient fails to make substantial and timely progress toward performance of the Contract;
  3. Sub-recipient's work product and services fail to conform with the requirements of this Contract; or
  4. Sub-recipient's work product or services infringe on any patent, trademark, copyright, trade dress or any other intellectual property right of any third party.
- D. Notice of default by IVRS. If IVRS determines there is a default event that may be curable by Sub-recipient, Sub-recipient shall have ten (10) days beyond the date of written notice from IVRS to remedy the breach or noncompliance. If the breach or noncompliance is not remedied within that time, IVRS may:
1. Immediately terminate the Contract without additional written notice; or
  2. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- In either event, IVRS may seek damages and payment of reasonable attorney fees and costs due to Sub-recipient's breach or failure to comply with the terms of the Contract.
- E. Termination for cause by Sub-recipient. Sub-recipient may declare IVRS in default of its obligations under this Contract if any of the following events occurs:
1. IVRS fails to observe and perform any covenant, condition or obligation created by the Contract; or
  2. IVRS fails to make timely payment in conformance with Iowa Code section 8A.514 (2009) of Sub-recipient's invoices for services performed or expenditures incurred by Sub-recipient under this Contract.
- F. Notice of default by Sub-recipient. If there is a default event that IVRS can cure, IVRS shall have thirty (30) days from the date of written notice from Sub-recipient to remedy the breach or noncompliance. If the breach or noncompliance is not remedied within that time, Sub-recipient may:
1. Immediately terminate the Contract without additional written notice; or
  2. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- In either event, Sub-recipient may seek damages and payment of reasonable attorney fees and costs due to IVRS's breach or failure to comply with the terms of the Contract.
- G. Termination by IVRS due to lack of funds or change in law. Despite anything in this Contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, IVRS may terminate this Contract without penalty

by giving sixty (60) days' written notice to Sub-recipient if any of the following occurs:

1. The legislature or governor fails to appropriate funds sufficient to allow IVRS to operate as required and to fulfill its obligations under this Contract;
2. Funds are de-appropriated or not allocated;
3. The federal government reduces or eliminates the federal grant;
4. IVRS's authorization to operate is withdrawn or there is a material alteration in the programs administered by IVRS; or
5. IVRS's duties are substantially modified.

If IVRS terminates this Contract due to lack of funds or change in law, Sub-recipient's exclusive, sole, and complete remedy is the payment for services completed and allowable expenditures incurred by Sub-recipient prior to and including the date of termination.

H. Sub-recipient's duties upon termination. When the Sub-recipient receives IVRS's notice of termination for any reason allowed under this Contract or if Sub-recipient terminates this Contract under section 8.E, the Sub-recipient shall:

1. Immediately cease all services performed pursuant to this Contract except any services that IVRS directs Sub-recipient to perform or complete;
2. Comply with IVRS's instructions for the timely transfer of any active files and related work product; and
3. Cooperate in good faith with IVRS during the transition period between the notification of termination and the substitution of a provider, if any.

I. Set off. Should IVRS obtain a money judgment against Sub-recipient as a result of Sub-recipient's default under this Contract, Sub-recipient consents to such judgment being set off from moneys owed Sub-recipient by IVRS, the State, or any other agency of the State under any other contract.

## **9. Indemnification.**

A. Sub-recipient's indemnification of IVRS. Sub-recipient shall indemnify and hold the State and IVRS harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, related to or arising from:

1. Sub-recipient's violation of any term of this Contract;
2. Sub-recipient's negligent or wrongful acts or omissions;
3. Sub-recipient's performance or attempted performance of this Contract;
4. Sub-recipient's failure to comply with all applicable local, state and federal laws and regulations; or
5. Sub-recipient's failure to make all reports, payments and withholdings required by federal and State law with respect to social security, employee income and other taxes, fees or costs required by Sub-recipient to conduct business in the State.

- B. IVRS's indemnification of Sub-recipient. To the extent allowed by Article VII, Section 1 of the Iowa Constitution and Iowa Code chapter 669 (2009), IVRS shall indemnify Sub-recipient and hold Sub-recipient harmless against any and all losses, costs, damages, expenses, claims, demands, causes of action, judgments and settlements arising out of IVRS's negligence or wrongful acts or omissions in the performance of this Contract; provided, however, that Sub-recipient shall remain responsible for all damages to persons or property that occurs due to Sub-recipient's fault, negligence, gross negligence, bad faith, fraud or other wrongful acts in the performance of this Contract.
- C. Survives termination. All indemnification obligations imposed by this section shall survive the expiration or earlier termination of this Contract.

## **10. Confidential Information.**

- A. Access to Confidential Data. Sub-recipient's employees, agents and subcontractors may have access to confidential data regarding clients and applicants maintained by IVRS only to the extent necessary to carry out its responsibilities under the Contract. Sub-recipient shall keep personal records of clients and applicants private and confidential in compliance with all applicable State and federal laws and regulations including, without limitation, State statutory requirements contained in Iowa Code Chapter 259 (2009); Iowa Code §22.1 and 281 Iowa Administrative Code 56.33. Sub-recipient shall not disclose such information to anyone unless authorized in writing by IVRS; provided, however, that client personal information may be made available to prospective employers and the Client Assistance Program of the Division on Disabilities of the Iowa Department of Human Rights on a selective basis pursuant to a "Release of Information" form signed by the client or applicant. In addition, this information may be made available to persons or entities having responsibilities under the Rehabilitation Act including appropriate federal and State governmental authorities involved in the administration of the Rehabilitation Act. Clients and applicants will be allowed access to their own information unless the records or information are exempt from disclosure. Sub-recipient shall provide to the IVRS a written description of its policies and procedures to safeguard confidential information upon request. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Sub-recipient shall designate one individual who shall remain the responsible authority in charge of all confidential data collected, used, or disseminated by the Sub-recipient in connection with the performance of the Contract. The Sub-recipient shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract.
- B. No dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law or this Contract and with the written consent of the IVRS, either during the period of the Contract or thereafter. Any data supplied to or created by the Sub-recipient shall be

considered the property of the IVRS. The Sub-recipient shall return any and all data collected, maintained, created, provided or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the IVRS.

- C. Subpoena. In the event that a subpoena or other legal process is served upon the Sub-recipient for records containing confidential information, the Sub-recipient shall promptly notify the IVRS and cooperate with the IVRS in any lawful effort to protect the confidential information.
- D. Reporting of Unauthorized Disclosure. The Sub-recipient shall immediately report to the IVRS any unauthorized disclosure of confidential information.
- D. Survives termination. The Sub-recipient's obligation to maintain confidentiality under this Contract shall survive termination of this Contract.

## 11. Insurance.

- A. Coverage. At its sole expense, Sub-recipient shall maintain in full force and effect, with reputable insurance companies authorized to do business in the State, insurance of the types and in the amounts necessary to cover claims and liability arising out of its performance or failure to perform its obligations under this Contract. The insurance policies shall remain in full force and effect for the entire term of this Contract, including any renewal terms, and shall not be canceled or changed except after 30 days' written notice to IVRS.
- B. Claims provisions. All insurance policies required by this Contract shall provide coverage for all claims arising from activities occurring during the term of the policy, regardless of the date the claim is filed or the expiration of the policy.
- C. Certificates of Insurance. Sub-recipient shall submit certificate(s) of insurance evidencing insurance coverage to IVRS for approval prior to execution of the Contract. The certificates shall state that the insurer cannot cancel the insurance without giving IVRS at least 30 days prior written notice.
- D. No limitation of liability. IVRS's acceptance of the insurance certificates shall not relieve Sub-recipient nor operate as a waiver of any obligation imposed by this Contract. Only companies authorized to transact business in the State may issue the insurance policies and certificates required by this Contract.

## 12. Fiscal procedures.

- A. Audit exceptions. If an authorized federal or state audit takes exception to the services provided under this Contract for which federal or state reimbursement has been paid, Sub-recipient shall refund the reimbursement if the audit exception is due solely to the Sub-recipient's error. If the audit exception is due solely to the IVRS's error, IVRS shall be responsible for the

reimbursement. If the audit exception is a joint responsibility, the parties will work together to achieve an equitable resolution.

### **13. Compliance with Laws and Audit Requirements.**

- A. General. Sub-recipient shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing services under this Contract. Sub-recipient represents and warrants that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.
- B. Compliance with anti-discrimination laws. Sub-recipient shall comply with all applicable laws regarding unlawful discrimination including without limitation, all laws prohibiting discrimination on the basis of race, color, national origin, age, religion, sex, or disability in the delivery of services or benefits.
- B. Compliance with laws. Sub-recipient represents and warrants that its services shall comply with any applicable federal, state, and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including, without limitation, applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended.
- D. Compliance with audit requirements. Sub-recipient shall comply with the organizational audit requirements of OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Sub-recipient shall give the State, the United States Comptroller General, and the U.S. Department of Education, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Contract or any projects funded pursuant to this Contract. Copies shall be provided at no cost to the State or United States representatives.
- E. Procurement. Sub-recipient shall use procurement procedures that comply with all applicable, federal, state and local laws and regulations.

### **14. Representations and Warranties.**

- A. Professional practices. Sub-recipient represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the IVRS notifies Sub-recipient of any services performed in violation of this standard, Sub-recipient shall re-perform the services at no cost to the IVRS, such that the services are rendered in the above-specified manner, or if Sub-recipient is unable to perform the services as

warranted, Sub-recipient shall reimburse the IVRS for any fees or compensation paid to Sub-recipient for the unsatisfactory services.

- B. Authority to enter into Contract. Sub-recipient represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to IVRS.
- C. Obligations owed to third parties. Sub-recipient represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Sub-recipient pursuant to this Contract are or will be fully satisfied by Sub-recipient so that IVRS will not have any obligations with respect thereto.

## 16. **Contract administration.**

A. Independent contractor. The status of Sub-recipient shall be that of an independent contractor. The Sub-recipient, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the State. Neither Sub-recipient nor its employees shall be considered employees of IVRS or the State of Iowa for federal or state tax purposes. IVRS will not withhold taxes on behalf of Sub-recipient.

B. Amendments. No supplement, modification, or amendment of this Contract will be binding unless it is in writing and signed by both parties.

C. Third-party beneficiaries. This Contract has no third party beneficiaries; it benefits only IVRS and Sub-recipient.

D. Choice of law and forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including, without limitation, sovereign immunity in State or Federal court, which may be available to the IVRS or the State of Iowa.

E. Assignment and delegation. No party may assign, transfer, or convey in whole or in part this Contract without the prior written consent of the other party. For purposes of this clause, a transfer of a controlling interest in Sub-recipient constitutes an assignment.

F. Use of third parties. Sub-recipient may not subcontract any of its obligations or responsibilities.

G. Representations. Each party represents to the other that it has the right, power, and authority to enter into and perform its obligations under this Contract; it has taken all requisite action (corporate, statutory, or otherwise) to approve the

execution, delivery, and performance of this Contract; and this Contract constitutes a legal, valid, and binding obligation on itself in accordance with its terms.

H. Integration. This Contract, including the grant documents and all exhibits, attachments and certifications, represents the entire agreement between the parties and none of the parties are relying on any representations that may have been made that are not included in this Contract.

I. Headings or captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

J. Not a joint venture. Nothing in this Contract shall operate to create the relationship of a partnership, joint venture, or other association of any kind, or agent and principal relationship between the parties. Each party is an independent contractor to the other contracting for services, and acting toward the mutual benefits derived from this Contract. Neither party has the authority to enter into any Contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party.

K. Obligations beyond the term of this Contract. This Contract shall remain in full force and effect to the end of the specified term or until terminated according to the terms hereof. All obligations of the parties incurred or existing under this Contract as of the expiration, termination, or cancellation will survive the termination of this Contract.

L. Supersedes former agreements. This Contract supersedes all prior contracts or agreements between IVRS and Sub-recipient for the services provided hereunder.

M. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

N. Notices. Whenever this Contract requires a party to send notice or other communication to the other party, the notice must be in writing and must be delivered personally; sent by certified or registered mail, postage prepaid; or sent by reputable overnight courier, to the signing representatives at the Notice Addresses as provided on the Declarations and Executions page of this Contract. A notice sent pursuant to this subsection is effective on the day of personal delivery; three (3) days after the date of mailing; or the next business day after placement with the overnight courier.

O. Cumulative rights. The various rights, powers, options, elections, and remedies of any party in this Contract will be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed either party to pursue any other equitable or legal remedy to which either party may be entitled.

P. Severability. If a court of competent jurisdiction determines that any provision of this Contract is invalid or unenforceable, such a determination will not affect the validity or enforceability of any other part or provision of this Contract.

Q. Time is of the essence. Time is of the essence with respect to the performance of the terms of this Contract.

R. Successors in interest. This Contract shall be binding on and inure to the benefit of the parties and their successors, assigns, and legal representatives.

S. Record retention and access. Sub-recipient shall comply with federal record retention rules and regulations including but not limited to 34 CFR §80.42 (2009). Sub-recipient shall, at a minimum:

1. Retain all records pertinent to the grant, grant agreements, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supporting documentation, for a period of at least five (5) years after the original submittal by IVRS of the final expenditure report (closeout) for that funding period to the federal Department of Education, Rehabilitation Services Administration, the awarding agency;
2. Retain all records of non-expendable property for a period of at least five (5) years after final disposition of property;
3. Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three (3) years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the five-year period identified in (1) above shall apply;
4. Retain all records pertinent to applicants, eligible applicants, participants, employees, and applicants for employment for a period of not less than five (5) years from the close of the program year. Such records must be maintained as whole record system;
5. Retain records regarding complaints and actions taken on the complaints for a period of not less than five (5) years from the date of resolution of the complaint;
6. Retain all records beyond the required retention period if any litigation or audit has begun or a claim is instituted involving the grant or contract covered by the records. The records shall be retained until the litigation, audit, or claim has been resolved or the required retention period, whichever period is longer.

Sub-recipient shall permit the Auditor of the State or any authorized representative of the State, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of Sub-recipient relating to orders, invoices, or payments or any other documentation or materials pertaining to this Contract. Sub-recipient shall not impose a charge for audit or examination of Sub-recipient's books and records. Pursuant to 34 CFR §80.42, the rights of access shall

last as long as the records are retained and are not limited to the required period of retention.

- T. Solicitation. Sub-recipient warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency accepting bona fide employees or selling agents maintained for the purpose of securing business.
- U. Obligations beyond Contract term. This Contract shall remain in full force and effect to the end of the specified term or until terminated or cancelled pursuant to this Contract. All obligations of IVRS and Sub-recipient incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- V. Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- W. Additional provisions. The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, the same shall be deemed incorporated herein by reference.
- X. Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- Y. Delay or impossibility of performance. Sub-recipient shall not be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Sub-recipient. If delay results from a subcontractor's conduct, negligence or failure to perform, Sub-recipient shall not be excused from compliance with the terms and obligations of this Contract.
- Z. Certifications. Concurrent with the execution of this Contract, Sub-recipient shall execute the Contract Certifications attached to this Contract and hereby incorporated into the Contract.

## EXHIBIT A

### Statement of Work and Performance Standards [insert CRP Name] Menu of Services Contract

**Introduction:** The purpose of the [insert CRP Name] Menu of Services Contract is to increase options and flexibility for clients, providers of vocational services and the Iowa Vocational Rehabilitation Services (IVRS) staff. The goals of the Menu of Services Contract are to:

- Develop a more flexible and IVRS counselor and client-driven, outcome-oriented service delivery system,
- Develop a more equitable payment reimbursement system as outcomes occur,
- Develop a statewide system with standardized, quality core services, and,
- Improve collaboration and communication among IVRS counselors and CRP providers.

The cornerstone of the Menu of Services is a partnership formed by the person receiving services (client), the Iowa Division of Vocational Rehabilitation Services (IVRS) and the Community Rehabilitation Provider (CRP). The purpose of this partnership is to assist the client to achieve employment goals that are consistent with his/her preferences, strengths and needs. The Menu of Services is an IVRS counselor and client-driven, outcome-oriented process designed to facilitate the collaboration within the partnership and result in the client obtaining employment. The goal of the partnership is to assist the client in becoming employed and productive through mutual respect and clearly defined roles and responsibilities.

Collaboration between all partners is a key component to the successful implementation of the Menu of Services Contract. Partners work together to identify specific needs and skills, as well as goods and services that are required to meet those needs. While IVRS counselors and CRP providers are familiar with goods and services that meet the need, the value in the client participating in researching the options is critical to success. While professional staff may need to assist the client in setting up initial appointments, identifying transportation options, completing paperwork, obtaining documentation, problem resolution, service coordination, following through on responsibilities, etc., the entire process should be a learning experience so clients become more successful self-advocates, and provide direction to any vocational activities they undertake.

Effective collaboration and teamwork is the direct result of relationship building. Frequent communication and follow-up among partners allows all involved to focus on shared goals. Consistent communication enhances trust and encourages involvement so that problem-solving proactively addresses situations before they evolve into insurmountable issues.

## **SUB-RECIPIENT DUTIES AND RESPONSIBILITIES**

Menu of Services means the services provided by community partners (Sub-recipients) to assist an individual with a disability in achieving an employment outcome. The services are selected and jointly agreed to by the counselor and client of IVRS.

Sub-Recipient shall provide services in the following four core elements:

- Referral
- Discovery/Assessment
- Job Development/Analysis
- Employment

### **1. CORE ELEMENT 1 – Referral (D1)**

A referral is defined as that point in time when an IVRS counselor submits to the CRP: a client's name, CRP referral packet and documentation of the client's disability with signed release forms and service(s) being requested.

#### **A. CRP Responsibilities**

1. Meet with IVRS counselor and client
2. Identify services needed to serve client
3. Complete client intake, review background information, learn about client needs, and orient client to CRP
4. Accept or reject client for CRP services

#### **B. Performance Measures**

1. CRP schedules and holds meeting with client and IVRS counselor
2. CRP provides list of anticipated services to IVRS for approval
3. CRP provides acceptance notification on referred individual to IVRS
  - (a) If client is accepted by CRP, a start date for services must be identified
  - (b) If the client is not accepted, the CRP will explain the admission criterion not met and what the counselor and client need to accomplish to be eligible for re-consideration or alternative programming

#### **C. IVRS Responsibilities**

1. Provide CRP with information required to refer clients for services
2. Meet with client and CRP
3. Identify services needed to serve client
4. Agree to and accept start date provided by CRP for client
5. Payment is only generated at the point of acceptance when an identified start date is agreeable to the IVRS counselor and client

*Summary Note: Although referral activities may be repeated, the CRP is eligible for only one referral payment per client per period the individual's IVRS case record is open. A subsequent referral payment may be authorized only if the IVRS case has been closed for one year prior to the subsequent referral.*

## **2. CORE ELEMENT 2 Discovery/Assessment Services (D2, 3, 4, 5, 7, 8, 11, 12, 13, 14)**

The IVRS counselor and client may select services they believe provide the type of experience and generate the quality of information necessary to develop a comprehensive vocational plan that will lead to employment. Sub-recipients selected as locations for employment training must have personnel qualified with respect to personality, knowledge and skills in the techniques of instruction, have adequate equipment and instructional materials and be willing to make definite provisions for a plan of graduated progress in the job to be learned according to an efficiently organized and supervised instructional schedule. Menu items from Discovery/Assessment services that may be selected are:

- Community Work Site Assessment
- Comprehensive Vocational Evaluation
- Facility Work Site Assessment
- Job Shadowing Assessment and/or Career Exploration
- Vocational Training (Work Adjustment, Job Seeking, Transportation, Occupational Skills)

### **Community Work Site Assessment and Report (D2, 3)**

A Community Work Site Assessment is used to assist a client and IVRS counselor in determining vocational options, direction, goals and training strategies. This type of assessment is defined by the location and methodology used in the assessment. An assessment is part of the **Discovery** process in which support needs are identified and result in the development of a client's **Employment Profile**.

#### **A. CRP Responsibilities**

1. CRP receives questions from IVRS counselor and client
2. CRP arranges for evaluation to occur in an integrated setting within the community at a business that is representative of the type of work agreed upon
3. CRP and employer provide training, assessment, and supervision at the worksite to the client, who is working alongside non-disabled individuals
4. CRP pays a subsidized wage to a client for any real work completed
5. CRP, in conjunction with employer, assess the client's strengths and needs relative to those of a competitive worker, and report results in a team meeting

#### **B. Performance Measures**

1. CRP clarifies questions identified by IVRS counselor and client (as needed)
2. CRP provides written identification of business, contact person, job assignment and start date to IVRS
3. CRP evaluates client on the worksite and provides written documentation assessing client's performance
4. CRP tracks number of hours spent at worksite in order to pay client and submits reimbursement for wages paid to client to IVRS
5. CRP outlines vocational recommendations on an Employment Profile to share with IVRS and client at team meeting

#### **C. IVRS Responsibilities**

1. Meet with client to identify questions to be answered by CRP
2. Attend staffing at which time all questions are addressed

3. Final Employment Profile report with written recommendations is submitted to IVRS by CRP for payment to be generated

The Community Work Site Assessment may be an effective method to assess an individual's ability to benefit from services provided by IVRS. This assessment methodology may be one of the Trial Work Experiences required under the *Rehabilitation Act* as amended.

*Summary Note: Assessment provided at an enclave (three or more individuals supervised by the same CRP staff person at the same site) is not covered under this service. Enclaves are included in Facility Work Site Assessment (D5).*

*There can be multiple payments for D2, but only one payment for D3, Community Work Site Final Report.*

### **Comprehensive Vocational Evaluation (D4)**

The purpose of a Comprehensive Vocational Evaluation is to identify vocational options available in the local labor market, connect client's transferable skills to potential employment opportunities, and determine possible training needs or specific skills program a client might undertake. The results from Comprehensive Vocational Evaluation activities are used to identify a client's strengths, interests, conditions, contributions and support needs for employment, all of which lead to a more compatible job match.

#### **A. CRP Responsibilities**

1. CRP receives questions from IVRS counselor and client
2. CRP develops assessment plan/Employment Profile and timeline
3. CRP identifies what methodology and tools will be needed to answer questions, and identifies vocational options consistent with labor market information and transferable work skills
4. Testing is administered by a Certified Vocational Specialist or Certified Vocational Evaluator
5. CRP staff schedule team meeting to share information, communicate assessment results and coordinate the development of an Employment Profile

#### **B. Performance Measures**

1. CRP clarifies questions identified by IVRS counselor and client (as needed)
2. CRP shares assessment plan/Employment Profile and timeline with IVRS and client
3. CRP will identify methodology planned for client assessment
4. Credentials related to CRP staff certification are provided to IVRS
5. Comprehensive vocational evaluation report is received by IVRS

#### **C. IVRS Responsibilities**

1. Meet with client to identify evaluations questions to be answered by CRP
2. Attend staffing at which time all questions are addressed
3. Final Employment Profile report documenting evaluation results is received from CRP for payment to be generated by IVRS

## **Facility Worksite Assessment (D5)**

This is an assessment done in the facility or in an enclave where a client's work habits, behaviors, dexterities, motor skills, and work pace are assessed using real paid work or simulated work. The purpose of the assessment is to determine the client's ability to: work at a competitive rate, identify transferable skills, determine work habits and behaviors, and provide recommendations for employment.

### **A. CRP Responsibilities**

1. CRP receives questions from IVRS counselor and client
2. CRP develops plan to determine where assessment will occur
3. CRP provides training and supervision at the facility or enclave
4. CRP pays the client a commensurate wage for all hours worked
5. CRP assesses client's work habits, tolerance, behaviors, employability skills, dexterities, motor coordination and work pace
6. CRP staff schedule team meeting to share information and communicate assessment results

### **B. Performance Measures**

1. CRP clarifies questions identified by IVRS counselor and client if needed
2. CRP communicates training site to IVRS counselor and client
3. CRP provides a written report of the results of client's Facility Worksite Assessment to IVRS and client at staffing

### **C. IVRS Responsibilities**

1. Meet with client to identify vocational questions to be answered by CRP
2. Attend staffing at which time all questions are addressed
3. Generate payment after receiving final Employment Profile report from CRP in which assessment results are documented

## **Job Shadowing (D7) and Career Exploration (D8)**

The purpose of Job Shadowing and Career Exploration is to provide informed client choice and identify occupations of interest to a job seeker. Job Shadowing utilizes experiential learning opportunities, both in the community and with local employers. It may also include a computerized career search.

### **A. CRP Responsibilities**

1. CRP arranges job shadow experiences with local employers/businesses to determine if a job is consistent with a job seeker's interests, abilities and aptitudes
2. CRP provides individualized services to identify occupations and training programs compatible with a job seeker's preferences, strengths abilities and needs
3. CRP staff research, through various media, labor market information, occupational skill requirements, wage data, occupational projections and training providers
4. CRP prepares a final report that incorporates job shadowing and career exploration results

## **B. Performance Measures**

1. CRP facilitates job shadowing activities with job seeker and employer/business
2. CRP reports on job shadow results in meeting scheduled with IVRS and job seeker
3. CRP provides results of research or exploration activities to IVRS

## **C. IVRS Responsibilities**

1. Meet with job seeker to discuss job shadow options and related questions or activities to direct CRP
2. Attend staffing at which time all questions are addressed
3. Receive and review final Employment Profile report on Job Shadow or Career Exploration activities from CRP for payment to be generated

*Training services help prepare a job seeker vocationally for employment in the community. The goal of training is to enhance and improve a job seeker's ability to perform specific work, learn the skills necessary to do a specific job, minimize negative work habits and behaviors that impede job retention, develop skills in finding a job, and learn how to navigate transportation systems to get to and from work.*

## **Occupational Skills Training (D11)**

The purpose of Occupational Skills training is to assist a job seeker in developing specific work skills. Training may occur in partnership with a business or industry, or at the facility or CRP providing the training:

### **A. CRP Responsibilities**

1. Develop a curriculum-based training program that teaches specific work tasks
2. Provide training that enhances a job seeker's ability to do a specific job
3. Provide training that teaches job retention skills
4. Provide training that improves a job seeker's ability to perform an identified job within the community
5. Share written report of outcomes and recommendations of Occupational Skills Training with IVRS counselor and job seeker

### **B. Performance Measures**

1. Submit proposal for training curriculum that includes all required components for IVRS approval
2. Address barriers that interfere or prevent vocational success in achieving placement in job seeker's desired occupation

### **C. IVRS Responsibilities**

1. Approve training plan for completeness and ensure payment amounts are reasonable
2. Participate in scheduled meetings to assess job seeker's progress towards occupational goal

## **Work Adjustment Training (D12)**

Work Adjustment is a training program that remedies negative work habits and behaviors, improves work tolerance, and develops strategies to improve a job seeker's ability to maintain

employment. The purpose of Work Adjustment Training is to enhance a client's ability to find and keep a job. Work Adjustment may be used as part of a Trial Work Experience.

**A. CRP Responsibilities**

1. Identify negative work habits and behaviors presented by a job seeker
2. Develop strategies to remedy inappropriate habits and behaviors
3. Implement training modifying habits and behaviors
4. Share written report of outcomes and recommendations of Work Adjustment Training on Employment Profile with IVRS counselor and job seeker

**B. Performance Measures**

1. Job seeker's negative habits or behaviors have been effectively corrected
2. Job seeker is referred on for further placement services

**C. IVRS Responsibilities**

1. Approve proposed methods to address needs and ensure strategies developed are appropriate
2. Participate in scheduled meetings to assess job seeker's progress towards vocational goal

*Summary Note: A work enclave can be used for Work Adjustment Training but not as part of a Trial Work Experience.*

**Job Seeking Skills Training (D13)**

The purpose of Job Seeking Skills Training is to teach a job seeker how to find a job with assistance at a level required by the client's needs and how to apply these strategies to get a job in the future if necessary.

**A. CRP Responsibilities**

1. Identify barriers and strategies required for remediation
2. Provide training in one or all of the following areas:
  - Writing a resume
  - Interviewing
  - Completing applications
  - Writing follow-up letters
  - Accessing the hidden job market
  - Discussing disability issues
  - Understanding ADA rights in the interview process
  - Making cold calls
  - Practicing interviewing using mock interviews
  - Preparing for work through job readiness, etc.
3. Share written report of outcomes and recommendations of Job Skills Training on Employment Profile with IVRS counselor and client

**B. Performance Measures**

1. Job seeker can apply strategies to find employment
2. Job seeker is referred on for further placement services if needed

### **C. IVRS Responsibilities**

1. Monitor job seeker's progress
2. Participate in scheduled meetings to review and encourage job seeker's progress towards employment

## **Transportation Training (D14)**

Transportation training teaches the client how to use mass transit to get to and from work.

### **A. CRP Responsibilities**

1. Identify barriers and strategies required for remediation
2. Train job seeker on appropriate route to successfully navigate mass transit as demonstrated by independent trials.
3. Share written report of outcomes and recommendations of Transportation Training with IVRS counselor and job seeker

### **B. Performance Measures**

1. Job seeker demonstrates ability to successfully navigate using mass transit system independently

### **C. IVRS Responsibilities**

1. Communicate transportation services required by job seeker
2. Participate in scheduled meetings to review outcome of Transportation Training

*Summary Note: This service is not intended to teach a client to drive a vehicle.*

## **3. CORE ELEMENT 3 Job Development (D15, 15A)**

Job Development includes services available under the Iowa Model of Supported Employment. Sub-recipient will be utilized to deliver items from the Menu of Services based on their ability to achieve expected outcomes resulting in job placements for clients of IVRS.

### **Job Development (D15)**

The purpose of job development is to place a job seeker with the most significant disability(ies) into a community worksite in an integrated setting for which compensation is consistent with wage standards and ongoing support services are available.

### **A. CRP Responsibilities**

1. Identify available job openings consistent with job seeker's disability, interests, preferences, aptitudes, and individual plan for employment
2. Maintain a job search log of employers contacted
3. Contact employers to develop a job specific to the job seeker's IPE
4. Market job seeker to employer
5. Accompany job seeker to interviews (if necessary)
6. Assist job seeker in completing and submitting job applications
7. Advise job seeker on interviewing, resume revisions, and follow-up
8. Recommend work station modifications (if necessary)

9. Develop a job for a job seeker with a business or industry that pays commensurate wage at or above minimum wage and offers benefits (whenever possible)

#### **B. Performance Measures**

1. Written Supported Employment Placement Agreement and Employment Profile are completed
2. Responsibilities for placement activities are outlined and include projected timeframes and dates for accomplishing activities at a scheduled team meeting
3. A list of businesses will be kept and available for review to document contact and marketing efforts with businesses, including any recommendations for work-site modifications
4. Job Seeker is placed in a business or industry earning minimum wage or above

#### **C. IVRS Responsibilities**

1. Participate in team meeting to approve placement plan and determine payment responsibilities
2. Participate in scheduled meetings to assess job seeker's progress towards vocational goal

*Summary Note: Job Development authorization requires identification of long-term supports prior to development of the plan.*

### **Employer Development (D15A)**

The purpose of Employer Development is to provide a service to the business customer while gaining a benefit for the individual with a disability. Additionally, Employer Development supports Iowa's employers in hiring and retaining individuals with disabilities in the workforce. Employer Development is different from the other services because the primary customer is the business or industry with whom the client has been placed.

#### **A. CRP Responsibilities**

1. Complete a Job Analysis for the specific job that has been developed
2. Develop Employment Profile with the employer, job coach and job seeker, identifying job specific requirements, soft skill requirements, teaching strategies, timeframes and responsibilities
3. Identify and arrange reasonable accommodation(s) with the employer
4. Provide disability-awareness and training to the employer when necessary
5. Provide technical assistance to the employer regarding the training process as identified on the Employment Profile

#### **B. Performance Measures**

1. Job Analysis completed and submitted to IVRS for review
2. Meeting is held to between all parties to continue developing the Employment Profile with reviews scheduled to provide progress updates as required
3. When training and/or technical assistance is provided, documentation of results is forwarded to IVRS

#### **C. IVRS Responsibilities**

1. Develop relationships with employers and provide leads to CRPs for individual job seekers when appropriate

2. Develop Customized Training Plan as required by employer, job coach and job seeker, identifying job specific requirements, soft skill requirements, teaching strategies, timeframes and responsibilities (including funding)
3. Identify and arrange reasonable accommodation(s) with the employer (including funding)
4. Provide disability-awareness and training to the employer when necessary
5. Provide technical assistance to the employer regarding the training progress as identified on the Customized Training Plan

*Summary Note: Employer Development is only authorized as a separate service when the client receives Medicaid Waiver or other funding for Job Development that is less than the IVRS payment for Job Development.*

#### **4. CORE ELEMENT 4 (Employment D16, 17, 18, 19, 20, 21, 22, 23)**

Specialized certification in the areas of Job Coaching and Employment services are required for personnel delivering these items from the Menu of Services. Staff must be able to develop a plan of graduated progress in the job to be learned according to an efficiently organized and supervised instructional schedule. Services provided should achieve expected outcomes resulting in job placements for clients of IVRS.

#### **Job Follow Up 45 Day (D16), Job Follow Up 90 Day ( D17)**

The purpose of Job Follow Up is to monitor a new hire's performance on the job when placement occurs without job coaching services. The outcome of Job Follow Up is that employment is maintained and employer is on record as being satisfied with new hire's job performance.

##### **A. CRP Responsibilities**

1. Maintain regular contact with the employer during the 90-day period after the initial job placement.
2. Develop and discuss strategies to facilitate employment success (revise on
3. Employment Profile as needed)
4. Communicate regularly with new hire, employer and IVRS to resolve problems that arise

##### **B. Performance Measures**

1. Document dates and progress related to new hire's employment
2. Submit 45-day and 90-day written reports to IVRS that verify job is suitable and stable

##### **C. IVRS Responsibilities**

1. Verify that regular contact between new hire, CRP and employer has occurred and strategies are working
2. Participate in discussions as strategies are developed or problems arise
3. Confirm job stability and make appropriate status change
4. Generate payment upon receipt of written report

*Summary Note: If new hire keeps job but requires Selected Job Coaching, outcome payment is made. If new hire does not want the employer to be contacted, this service is not appropriate.*

### **Selected Job Coaching Stabilization (D18), Selected Job Coaching 90 day( D19)**

The purpose of Selected Job Coaching is to provide training, either on the job or away from the worksite, by a job coach who has specialized skill in training individuals with disabilities to learn job-specific tasks, work habits and behaviors. Selected Job Coaching is appropriate for individuals who are eventually able to work independent of job coaching assistance.

#### **A. CRP Responsibilities**

1. Connect with employer to understand the training needs of a new hire and ensure employer is satisfied prior to discontinuing job coaching
2. Develop job coaching plan consistent with individual training needs for IVRS approval
3. Analyze work site and workstation to arrange appropriate accommodations for the new hire on the job
4. Provide one-on-one training to new hire until job skills are learned
5. Resume job coaching if needed by new hire when additional work responsibilities are assumed
6. Recommend date for job stabilization to IVRS
7. Provide training strategies so employer is capable of providing training to new hire once IVRS file closes

#### **B. Performance Measures**

1. Submit job coaching plan to IVRS for approval
2. Document time spent with employer and new hire, and provide report that outlines number of hours devoted to job coaching and training
3. Provide notice of job stabilization to IVRS for payment
4. Written report of employer satisfaction is submitted once client is working independently (with or without natural supports)

#### **C. IVRS Responsibilities**

1. Review job coaching plan submitted by CRP and generate payment
2. Verify date for new hire's stabilization pending documentation of progress
3. Discuss training strategies necessary for new hire's continued success
4. Confirm job is stable and employer is satisfied

*Summary Note: Only one payment is authorized for a new hire to reach stabilization.*

### **Supported Job Coaching (D20, 21, 22, 23)**

The purpose of Supported Job Coaching is to provide extensive, long-term job coaching to assist the new hire to work in an integrated setting at a business, earning a commensurate wage which is at or above minimum wage, and afforded company benefits.

#### **A. CRP Responsibilities**

1. Connect with employer to understand the training needs of the new hire and ensure employer is satisfied

2. Analyze work site and workstation to arrange appropriate accommodations for the new hire on the job
3. Develop job coach plan consistent with individual training needs for IVRS approval
4. Train new hire in areas needing additional skills such as social or advocacy
5. Provide on-the-job training to new hire until job skills are learned and work performance, habits and behaviors are appropriate
6. Work with employer and co-workers to ensure understanding of disability-related issues or training (if needed) for new hire become an integral part of the business
7. Document discussion with employer once a decision is made that new hire's job is stable and suitable

**B. Performance Measures**

1. Submit job coaching plan to IVRS for approval
2. Document time spent with employer and new hire, and provide report that outlines number of hours devoted to job coaching and training
3. Provide notice of job stabilization to IVRS for payment indicating plan for continued job coaching
4. Submit documentation of employer satisfaction with written report when stabilization occurs

**C. IVRS Responsibilities**

1. Identify long-term funder to support follow up services after IVRS file is closed
2. Document long-term supports on IPE, prior to case closure
3. Ensure client is working at a competitive job, in an integrated labor market, earning commensurate wage that is at or above minimum wage

*Summary Note: If the job is lost any time prior to the 90-day outcome, the IVRS counselor and new hire will determine the feasibility of pursuing another employment opportunity.*

**EXHIBIT B**  
**[insert CRP name]**  
**REPORT**

**A. ANNUAL REPORT**

**1. Overview**

Sub-recipient shall submit an Annual Report at the end of the federal fiscal year in which it provides a summary of the services undertaken in the performance of the Contract during the previous year and outcomes.

**2. Cover Page Format**

*Includes the following:*

- Labeled as “Annual Report”
- CFDA Number (84.126)
- Menu of Services
- Reporting Period
- Contact Information

**3. IVRS Clients Served October 2010 through September 2011**

- Number of IVRS clients referred and accepted by CRP
- Number of IVRS clients currently receiving CRP services
- List of all services provided to IVRS clients by CRP
- Number of clients closed as successfully employed (status 26)
- Number of clients receiving follow-up services

**4. Due Date and Submission**

The Annual Report is due October 30 of each year during the Contract term. Sub-recipient may submit the Annual Report to the IVRS Contract Manager via electronic mail or hard copy. If Annual Report is submitted electronically, signatures may be provided by electronic signature or in portable document format (PDF).

**EXHIBIT C****[insert CRP name]****ANNUAL BUDGET\***

<b>Menu of Services D Code</b>	<b>Milestone Name</b>	<b>Proposed Number of Clients to be Served</b>	<b>D Code Rate 10/1/10 - 9/30/11</b>	<b>Proposed Budget</b>
D1	Referral		\$	\$
D2	Community Work Site Assessment		\$	\$
D3	Community Work Site Report		\$	\$
D4	Comprehensive Vocational Evaluation		\$	\$
D5	Facility Work Site Assessment		\$	\$
D7	Job Shadowing Assessment		\$	\$
D8	Career Exploration		\$	\$
D11	Occupational Skills Training		\$	\$
D12	Work Adjustment Training		\$	\$
D13	Job Seeking Skills Training		\$	\$
D14	Transportation Training		\$	\$
D15	Job Development		\$	\$
D15A	Employer Development		\$	\$
D16	Job Follow up 45 Day		\$	\$
D17	Job Follow up 90 Day		\$	\$
D18	Selected Job Coaching Stabilization		\$	\$
D19	Selected Job Coaching 90 Day		\$	\$
D20	Supported Job Coaching Assessment Report		\$	\$
D21	Supported Job Coaching Stabilization		\$	\$
D22	Supported Job Coaching 45 Day		\$	\$
D23	Supported Job Coaching 90 Day		\$	\$

No other costs are allowable on a Menu of Services Contract

\*The budget reflects expenditures for the federal fiscal year beginning October 1, 2010 through September 30, 2011.

**EXHIBIT D**

**[insert CRP name]**

**Menu of Services Contract Monitoring Tool**

Item to be Monitored	How it will be Monitored
<b>Core Area 1: Referral</b>	
CRP schedules and holds meeting with IVRS and job seeker to identify needed services	100% of the time, IVRS and CRP case files will document results of referral meeting, and outline start date for CRP services, or list reason(s) referral is not accepted
CRP completes intake and provides job seeker orientation to CRP upon acceptance	CRP file will include a copy of job seeker intake and orientation information 100% of the time
<b>Core Area 2: Discovery/Assessment Services</b>	
Completion of discovery, evaluation and assessment services	CRP will provide IVRS copies of testing reports or results of assessment information 100% of the time
CRP pays job seeker if paid work is performed during assessment and/or training activities, and submits bill to IVRS	CRP will pay job seeker for work performed. Written time sheet with number of hours worked and hourly wage paid to job seeker will be submitted by CRP to IVRS for reimbursement 100% of the time
Develop, maintain and record a list of business partners used for assessment purposes	A list of businesses will be kept by CRP and available for review to document contact with businesses
<p>Resolution of job seeker’s work-related behaviors by provision of CRP services</p> <p>Schedule and meet with client and IVRS to review vocational options identified during assessment and/or training activities</p> <p>Prepare job seeker for employment through training and/or remediation of negative behaviors</p>	<p>CRP will document staff hours devoted to resolution of work-related behaviors and provide information to IVRS 100% of the time</p> <p>Assessment and/or training activities and services required for appropriate vocational planning are discussed by CRP during team meeting. CRP will provide a written report to document result in IVRS case file 100% of the time</p> <p>CRP file will include authorization to provide training services and document job seeker’s participation in training. Written report will document training results and recommendations for employment services to continue.</p>

<b>Core Area 3: Job Development/Analysis</b>	
CRP meets with IVRS and job seeker to review job analysis information	CRP will provide a copy of job analysis for IVRS file
Job and/or employer development outcome	CRP will contract with IVRS for placement services and provide written report when job seeker is placed on a job, earning at least minimum wage in an integrated setting 100% of the time
<b>Core Area 4: Employment</b>	
Provide job coaching	Documentation of number of hours job coaching has been provided will be included in CRP file. IVRS authorizations will document job coaching services have been purchased for job seeker
Provide employer training on natural supports	CRP will provide documentation of results to IVRS of consultative services or training provided to an employer 100% of the time
Maintaining employment	IVRS case file will document new hire has successfully maintained employment as detailed on current IPE
Supported employment services	CRP file will include reports that document services provided have been consistent with the Iowa Model for Supportive Employment
Provide job coaching	CRP file will document record of job coaching hours, recommendations and results. IVRS authorizations will reflect job coaching services have been purchased and case file will include reports required from CRP for payment
<b>Financial Monitoring</b>	
Invoices or R450	The line item expenditures will be compared to the budget and supporting documentation will be reviewed. Payment is tied to satisfactory performance of services.
Audit Reports	Will be compared to payments made to Sub-recipient.

## **CONTRACT CERTIFICATIONS**

### **CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

Sub-recipient must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Sub-recipient further agrees that the above language will be included in any sub-awards that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

Sub-recipient certifies as follows:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Sub-recipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the IVRS or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Sub-recipient shall provide immediate written notice to the person to whom this document is submitted if at any time Sub-recipient learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this document is submitted for assistance in obtaining a copy of those regulations.
4. Sub-recipient agrees by submitting this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the IVRS or agency with which this transaction originated.

5. Sub-recipient further agrees by submitting this document that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require Establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the IVRS or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. The Sub-recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal IVRS or agency.

10. Where Sub-recipient is unable to certify to any of the statements in this certification, such Sub-recipient shall attach an explanation to this document.

## **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid on behalf of Sub-recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Sub-recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants,

and contracts under grants, loans and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **CERTIFICATION REGARDING DRUG FREE WORKPLACE**

A. Sub-recipient agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:

- (a) the dangers of drug abuse in the workplace;
- (b) the person's policy of maintaining a drug-free workplace;
- (c) any available drug counseling, rehabilitation, and employee assistance programs;
- (d) the penalties that may be imposed upon employees for drug abuse violations;

3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;

4. Notifying the employee in the statement required by subparagraph 1 that as a condition of employment on such contract, the employee will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

5. Notifying the contracting agency within 10 days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction;

6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

B. Notification Requirement. Sub-recipient shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

1. Take appropriate personnel action against such employee up to and including termination; or

2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

**IN WITNESS WHEREOF**, Sub-recipient hereby certifies that the above certifications are true and accurate, and Sub-recipient has caused a duly authorized representative to execute these Contract Certifications concurrently with the underlying Contract.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sub-Recipient: \_\_\_\_\_