

F-37

DEPARTMENT OF SPECIAL SERVICES
Township of Union Public Schools
M-E-M-O-R-A-N-D-U-M

TO: Greg Tatum
C: Diane Cappiello, Julia Vicidomini
FROM: Kim Conti *KC*
RE: Board Agenda
DATE: June 4, 2019

Approve Our House Inc., 76 Floral Ave., Murray Hill, NJ 07974 to provide community based supported employment services to students in our district public schools for the 2019-2020 school year not to exceed \$92,000, in accordance with the information in the hands of each board member.

(A/C# 11-000-216-320-01-19/7043)

OHI EMPLOYMENT SERVICE VENDORSHIP AGREEMENT

This agreement outlines the terms of provision of Supported Employment Services by Our House, Inc. to:

School district: Union Township Board of Education

Student Name:

Service Requested:

Service cost: \$53.00 per hour

Service dates:

Service amount: 20 hours/week for 4 days a week

This agreement is designed so that Our House, Inc. (OHI) can assist the above named school in providing community based supported employment (SE) services to the student of the above named school. OHI Employment Services is a vendor of Supported Employment Services approved by the New Jersey Division of Vocational Rehabilitation Services, and the New Jersey Division of Developmental Disabilities.

This process will work as follows:

Referral Guidelines to Support Employment Services:

- 1.) Referral of students will be provided by the school system to OHI Employment Services.
- 2.) Referrals will be students who have a developmental or other cognitive disability who will require Supported Employment Services upon leaving school. Referrals will be accepted at any time during the year, not more than two years prior to graduation.
- 3.) Employment Services to be provided by OHI are to be documented in the goals and objectives of the student's Individualized Education Plan (IEP). The IEP must indicate that OHI is an approved vendor, providing Supported Employment Services as a related service.
- 4.) The referring school is required to provide documentation and fully disclose to OHI staff any necessary information they are aware of, which pertains to the student's background, and which may impact their appropriateness for employment. Required documents include IEP, Transition Plan, medical and psychological reports. Background information should include, but is not limited to: medical issues, past history of verbally or physically aggressive behavior; discharge from previous employment or from the services of other schools; criminal background check; a history of psychotic episodes or psychiatric illness; etc. Such information will not necessarily preclude the student from being considered for participation. This information will remain confidential.

Referral to Adult Services:

- 1.) Referral to the Division of Vocational Rehabilitation Service (DVRS), the Division of Developmental Disabilities (DDD), and the Social Security Administration (SSA) is the responsibility of the school system.

OHI Employment Service Responsibilities:

- 1.) OHI staff will conduct full intake procedures. Referring school staff will be invited to participate in the activity related to this intake process, but such an activity may or may not be done in the presence of referring school staff. Information will be obtained from the student, parent, or any other individual OHI staff deems necessary, to obtain background information on the student, and will be conducted in the presence of the legal guardian if required.

During this intake procedure the student or parent/legal guardian if required, will be asked to sign certain legal documents and releases pertaining to the services that will be provided, and access to background information and various documents. This background information will be strictly for internal use by OHI. The only information that will be disclosed to employers is that which is part of the company's normal hiring process.

- 2.) OHI is responsible throughout the duration of this agreement, for the following activities related to the provision of Supported Employment Services to the student, and any other necessary off-site support activities. OHI will:
 - Provide assessment to determine student's skills, abilities, interests and support needs through job sampling and other informal assessment methods.
 - Assist the student to determine career interests and goals.
 - Implement the student's I.E.P. and follow the goals and objectives.
 - Provide job coaching, job sampling, job placement, and any other services referenced in this agreement.
- 3.) OHI acknowledges that all information provided by the school is confidential student information and records. As such, OHI shall not disclose any confidential student information or records to outside third parties absent the written consent of the adult student, legal guardian, or parent. OHI and OHI Employment Staff agrees to takes all necessary precautions to safeguard confidential student information and shall comply with all state and federal laws concerning the safeguarding and disclosure of such student information. OHI and OHI Employment Staff shall only use and maintain student records for students to the extent that OHI has a legitimate educational interest.
- 4.) In accordance with the New Jersey "Pass the Trash" law, N.J.S.A 18A:6-7.6 to 7.13 (hereinafter "Law"), which became effective June 1, 2018, hereby OHI acknowledges its

obligations under the Law and certifies it is in compliance with the Law and all obligations required herein. OHI agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, OHI shall indemnify, defend, and hold the Board and its respective officers, employees, servants, agents, assigns and affiliates ("Indemnified Parties"), harmless from and against any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, cost of investigation and defense (including cost of private investigation and surveillance), cost for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Company's compliance with, or lack thereof, its obligations under the Law, N.J.S.A. 18A:6-7.6 to 7.13, to be provided for the Indemnified Parties, including but not limited to, services performed under this Agreement and Addendum or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the Company, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable ("Covered Parties") to the extent that such suits actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties. If in a given case a court rules that the Company is not negligent and/ or did not breach its statutory duty, then the Company no longer has an obligation to defend and indemnify the Board in such case.

Guideline for Job Placement

- 1.) When a position for employment becomes available which is potentially a good match for the preferences and needs of the student, the school, student and their parents will be made aware of this employment opportunity by OHI. Families and friends are encouraged to assist in the job development process.
- 2.) If the student is interested in applying for this position, OHI staff will arrange for an interview and/or job sampling and any other activities which the employer determines are necessary for evaluating the student's suitability for employment. The school staff may be involved in this process at the job site, but final determination concerning this involvement is at the discretion of the employer. OHI staff will provide written documentation to the school concerning the events and outcome of the evaluation process.
- 3.) The employer will make the final decision concerning the suitability of the student for employment.

- 4.) The staff of both OHI and the school is expected and have an obligation to keep all parties informed on a regular basis, and have a duty to disclose any information obtained at any point in time, which in their professional opinion may impact the student, or the relationship between the employer, OHI and the school.
- 5.) Assessment will be scheduled on a flexible basis, prior to employment. The school district will be responsible for the student's supervision and daily activities until such time as employment has been secured except when the student is being assessed by OHI. OHI will provide training and supervision during the hours of work as scheduled by the employer, and while the student is being travel trained.
- 6.) Transportation will be arranged with the assistance of the school district. OHI does not provide transportation if the student is placed in a job or internship at an employment site.
- 7.) Job placements will be made only with employers who comply with the regulations of the Fair Labor Standards Act (FLSA) and Occupational Safety and Health Act (OSHA).
- 8.) OHI Employment Service staff have completed competency based supported employment training. This training is approved by New Jersey state agencies including DVRS, DDD, The NJ Commission for the Blind and Visually Impaired and the Division of the Mental Health and hospitals. Certificates of completion are maintained in the records of OHI. OHI represents that all of its employees have successfully completed criminal background history reviews and will provide a copy of same to the school upon request.
- 9.) In the event of accident or injury of the student, he or she shall be covered under the liability insurance of the school, and OHI shall not be held liable for this accident or injury.
- 10.) OHI will be remunerated by the school at a rate of fifty-three (53) dollars per hour for each billable hour of service. A billable hour includes all face-to-face interactions with the student including assessment, job site training, travel training and transportation, meetings with school personnel, report writing, job development and telephone follow-up on behalf of the student. The school district will have forty-five (45) days to make payment. The relationship of OHI and OHI Employment Services staff to the Board is that of an independent contractor. OHI and OHI Employment Staff shall act in an independent capacity in the performance of the Agreement and shall not be considered an employee of the Board and shall not have the right to bind or obligate the Board in any manner.

11.) OHI will make every effort to place this student in a competitive job. There are no guarantees, however, that a job can be obtained for this student. The school agrees to pay for all hours of service provided on behalf of this student, even in the event that a competitive job is not identified.

12.) By signing this agreement the school is retaining OHI Employment Services, not one specific staff person. Staff will be assigned to this matter at the discretion of OHI. Other persons may be assigned to complete the work at any time during the contract period.

13.) This Agreement may be terminated upon at least thirty (30) days written notice by either party. All written notices affecting termination must be delivered by certified or registered mail to the affected party.

Termination of this agreement will occur under the following circumstances:

- If conditions or behaviors of the student indicate that placement is not recommended by the school, OHI, or both parties.
- The termination of the employment of the student by the employer, and upon resolution of any issues pertaining to that employment, if conditions or behaviors of the student indicate that re-placement is not recommended by the school, OHI, or both parties.
- Any of the terms of this agreement are not fulfilled.

14.) This agreement may only be amended in writing, and any verbal agreements by the staffs of the school or OHI that are contrary to this agreement, are not considered binding. This Agreement is subject to approval by the Board.

As a representative of the listed school, I agree to the terms of this agreement as listed above.

Print Name: _____

Signature: _____

School: _____

Date: _____

Print Name: _____

Signature: _____

Company: Our House, Inc. Employment Service

Date: _____