STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
CUSTOMIZED EMPLOYMENT SERVICES PILOT PROJECT

This agreement, consisting of thirty-seven (37) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (“DRS”) and

Contractor Business Name
Billing/Mailing Address
City, State Zip

(“Contractor”), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the Oklahoma Department of Rehabilitation Services is the designated state agency authorized to provide supported employment services for Oklahomans with the most significant disabilities to employment pursuant to 29 U.S.C. § 795 -795n, 34 C.F.R. Part 363 and the State Plan for Vocational Rehabilitation Services and Supplement for Supported Employment Services; and

WHEREAS, the Oklahoma Department of Rehabilitation Services desires to purchase Customized Employment Services (CE) and/or other employment services which will result in integrated, competitive employment with supports for individuals with the most significant disabilities to employment; and

WHEREAS, the administrative rules of the Oklahoma Department of Rehabilitation Services authorize CE and/or other employment services for eligible individuals, O.A.C. 612:10-7-185 – 188: and

WHEREAS, the Rehabilitation Act of 1973, 29 U.S.C.A. § 721(a)(4), promotes the concept of statewideness, and requires that the Oklahoma State Plan for Vocational Rehabilitation Services be in effect in all political subdivisions of the State of Oklahoma; and

WHEREAS, the Rehabilitation Act of 1973, 29 U.S.C.A. § 721(a)(18), authorizes innovation and expansion activities to improve the provision of vocational rehabilitation services to individuals with disabilities; and

WHEREAS, this contract is awarded pursuant to the approved Oklahoma Department of Rehabilitation Services Internal Acquisition Procedures, paragraph 7.1.

THEREFORE, the DRS and the Contractor agree as follows:
I. Contract Period

The Contract is effective from the latest date of signature of both parties, or July 01, 2020, whichever is the latter, through June 30, 2021. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

This section describes requirements for services to be delivered by the Contractor, rates that will be paid after the required service has been delivered and approved, outcomes that are expected to be achieved for the individuals receiving customized employment and/or other employment services, and the qualifications and performance expectations for the Contractor delivering services under this contract. Only Contractors who have completed Customized Employment (CE) Training as provided through the University of Oklahoma National Center for Disability Education and Training (OU-NCDET), can provide all services outlined in this contract. All other Contractors can only provide the following services outlined in this contract as related to the needs of the individual: Career Exploration, Internship, Onsite Supports & Training and Extended Services for Transition (EST). (Ex. An individual receiving services through the Supported Employment (SE) contract may need Career Exploration and/or Internship Services in this contract prior to completing SE Job Placement.) The Contractor shall not bill under more than one contracted service description and the associated fee for the same services provided to an individual DRS client.

A. Definitions for Customized Employment Services and Other Employment Services

Customized Employment Services and other employment services provided under the provisions of this contract must comply with the definitions as described. Some definitions below make reference to the Work Innovation and Opportunity Act (WIOA) Federal Regulations as located in the following link:


1) Career Exploration is a continual process that provides the opportunity for an individual to gather information about their likes and dislikes related to employment. In addition, this includes opportunities for the individual to learn about careers and identify and explore potentially satisfying occupations, and develop effective strategies to achieve a successful employment outcome.

2) Competitive, integrated employment means work that:

   a. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that:

      1. Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;

      2. Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
3. In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and

4. Is eligible for the level of benefits provided to other employees; and

b. Is at a location:

1. Typically found in the community; and

2. Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire worksite, and, as appropriate to the work performed, other persons (e.g., customers and Contractors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and

3. Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

3) Customized Employment means competitive integrated employment, for an individual with a significant disability, that is:

a. Based on an individualized determination of the unique strengths, needs and interests of the Individual; designed to meet the specific abilities of the individual with a significant disability;

b. Designed to meet the specific abilities of the individual with a significant disability and the business needs of the employer; and

c. Carried out through flexible strategies, such as:

   1. Job exploration by the individual; and

   2. Working with an employer to facilitate placement, including:

   i. Customizing a job description based on current employer needs or on previously unidentified and unmet employer needs;

   ii. Developing a set of job duties, a work schedule and job arrangement, and specifics of supervision (including performance evaluation and review), and determining a job location;

   iii. Using a professional representative chosen by the individual, or if elected self-representation, to work with an employer to facilitate placement; and

   iv. Providing services and supports at the job location.

4) Discovery is the first step in the customized employment process. The focus is on the individual and learning about his/her strengths, interests, talents, dreams, goals, and conditions for success. In Discovery, information is gathered through a series of interviews, activities, and observations. Information is collected from the individual, family, friends, teachers, neighbors and anyone who knows the individual well.
5) **Employee’s Work Week** begins the first day of employment and includes the next six (6) days. This sequence remains constant throughout employment. If the individual is placed in another job, the work week begins the first day of the new employment.

6) **Employment Consultant (EC)** refers to a specialist who uses structured intervention techniques to help the individual learn job tasks to the employer’s specifications and learn the interpersonal skills necessary to be accepted as an employee at the job site. In addition to job site training, job coaching includes related assessment, job development, advocacy, travel training, and other services needed to maintain the employment.

7) **Employment Outcome** means, with respect to an individual, entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment, as at 34 C.F.R. 361.5(c)(9), (including customized employment, self-employment, telecommuting, or business ownership), or supported employment as defined at 34 C.F.R. 361.5(c)(53), that is consistent with an individual’s unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

8) ESS means Employment Support Services Unit of the DRS.

9) ESS TA means the DRS Employment Support Services Technical Assistant.

10) **Extended Services** means ongoing support services and other appropriate services that are:
    a. Needed to support and maintain an individual with a most significant disability including a youth with a most significant disability, in supported employment;
    b. Organized or made available, individually or in combination, in such a way as to assist an eligible individual in maintaining supported employment;
    c. Based on the needs of an eligible individual, as specified in an individualized plan for employment;
    d. Provided by a State agency, a private nonprofit organization, employer, or any other appropriate resource, after an individual has made the transition from support from the DRS; and
    e. Provided to a youth with a most significant disability by the DRS in accordance with requirements set forth in 34 C.F.R part 361.5 and part 363 for a period not to exceed four years, or at such time that a youth reaches age 25 and no longer meets the definition of a youth with a disability pursuant to 34 C.F.R. 361.5(c)(58), whichever occurs first. The DRS may not provide extended services to an individual with a most significant disability who is not a youth with a most significant disability.

11) **Integrated setting** means:
    a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and
    b. With respect to an employment outcome, means a setting:
        1. Typically found in the community; and
        2. Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and Contractors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.

12) **Internship** refers to supervised training (on-the-job training), paid or unpaid, at a business or organization for a set timeframe to gain work experience or satisfy requirements for a qualification or profession.
13) **Maintenance** means the period of time EC support is reduced to the long-term maintenance level where the individual retains employment, is satisfied with their job, and the employer is satisfied with the individual’s job performance. Maintenance must include appropriate individualized supports.

14) **Metro Contractor** is a Contractor whose primary service areas are Lawton, Oklahoma City, Tulsa and surrounding areas.

15) **Natural supports** mean any assistance, relationships or interactions that allow an individual to maintain employment in ways that correspond to the typical work routines and social interactions of other employees. Natural supports may be developed through relationships with co-workers or put into place by the adaptation of the work environment itself, depending on the support needs of the individual and the environment.

16) **Ongoing Support Services**, as used in the definition of supported employment, means services that:

a. Are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment;

b. Are identified based on a determination by the DRS of the individual’s need as specified in an individualized plan for employment;

c. Are furnished by the DRS from the time of job placement until transition to extended services, unless post-employment services are provided following transition, and thereafter by one or more extended services providers throughout the individual’s term of employment in a particular job placement;

d. Include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability based on:

1. At a minimum, twice-monthly monitoring at the worksite of each individual in supported employment; or

2. If under specific circumstances, especially at the request of the individual, the individualized plan for employment provides for off-site monitoring, twice monthly meetings with the individual;

f. Consist of:

1. Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs described at 34 C.F.R. § 361.5(c)(5)(ii);

2. The provision of skilled job trainers who accompany the individual for intensive job skill training at the work site;

3. Job development and training;

4. Social skills training;

5. Regular observation or supervision of the individual;

6. Follow-up services including regular contact with the employers, the individuals, the parents, family members, guardians, advocates or authorized representatives of the individuals, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement;

7. Facilitation of natural supports at the worksite;

8. Any other service identified in the scope of vocational rehabilitation services for individuals, described in 34 C.F.R. § 361.48(b); or

9. Any service similar to the foregoing services.
17) **Rural Contractor** is a Contractor whose primary service areas are not covered by the Metro definition.

18) **Short-term Basis** refers to an individual with a most significant disability, whose supported employment in an integrated setting does not satisfy the criteria of competitive integrated employment, as defined in 34CFR361.5(c)(9) is considered to be working on a short-term basis toward competitive integrated employment so long as the individual can reasonably anticipate achieving competitive integrated employment:

   a. Within six (6) months of achieving a supported employment outcome; or,
   b. In limited circumstances, within a period not to exceed twelve (12) months from achievement of the supported employment outcome, if a longer period is necessary based on the needs of the individual, and the individual has demonstrated progress toward competitive earnings based on information contained in the case service record.

19) **Supported Employment (SE)** means competitive integrated employment, including **customized employment**, or employment in an integrated work setting in which an individual with a most significant disability, including a youth with the most significant disability, is working on a short term basis toward competitive integrated employment that is individualized, and customized, consistent with the unique strengths, abilities, interests and informed choice of the individual including with ongoing support services for individuals with the most significant disabilities:

   a. For whom competitive integrated employment has not historically occurred, or for whom competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and
   b. Who, because of the nature and severity of their disabilities, need intensive supported employment services and extended services after the transition from support provided by the designated state unit, in order to perform this work.

20) **Supported Employment Services** means ongoing support services, including **customized employment**, and other appropriate services needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment that are--

   a. Organized and made available, singly or in combination, in such a way as to assist an eligible individual to achieve competitive integrated employment;
   b. Based on a determination of the needs of an eligible individual, as specified in an individualized plan for employment;
   c. Provided by the DRS for a period of time not to exceed 24 months, unless under special circumstances the eligible individual and the rehabilitation counselor jointly agree to extend the time to achieve the employment outcome identified in the individualized plan for employment; and
   d. Following transition, as postemployment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment.

21) **Temporary Employment** refers to employment which is not expected to exceed a prescribed amount of time. Temporary employees are referred to as contractual, seasonal, interim or freelance. Temporary employment is not an appropriate placement for this contract because the
placement will never result in a successful closure. Temporary employment does not include individuals working as a permanent employee for a temporary employment agency. Temp-to-Hire Placement is sometimes referred to as a probationary period and is utilized by an employer to evaluate the individual’s readiness to be hired for permanent full or part-time employment. This must be the employer’s only hiring practice.

B. Service Model (Overview of Contract Objectives)

1) This is a pilot project to provide Customized Employment Services and/or other employment services to individuals in Priority Group 1 with the most significant disabilities. Individuals in Priority Group 1 receiving services through the SE contract, can utilize Career Exploration, Internship, Onsite Supports and Training, and Extended Services for Transition (EST) services, by having both CE and SE on the Individualized Plan for Employment (IPE). Some of the other employment services are available to individuals in Priority Group 2 with significant disabilities. Individuals in Priority Group 2 receiving services through the Employment and Retention (ER) contract, can utilize Career Exploration and Internship services by having both CE and ER on the IPE. The DRS Counselor, working with the individual and the Contractor, will designate the services to be used. Only the Discovery and Profile and Career Exploration services can be used with transition aged youth, 16 or above, in high school, and on a Trial Work Plan or Individualized Plan for Employment, to gather information related to employment, and to help identify additional employment related transition services and/or a career path. This contract is intended to meet the requirements of WIOA, and is designed to be flexible to meet the needs of the individual through ongoing communication and team meetings. Individuals may not need all services and/or extended training time. Although some services are required, others are designed to provide individuals with the flexibility to bypass optional services and/or progress through required services in less time when they meet the required outcome. Team meetings will also be utilized to determine an individual’s readiness to move between services. The team includes: the individual, DRS Counselor, Contractor, and any other relevant team member, (i.e. Parent/Guardian, family member(s), DDS Case Manager, HTS, friend(s), advocate(s), etc.). The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. When using other technology assisted communication, the individual must be physically present with either the DRS Counselor or Contractor. (Such as: telephone conference calls, Zoom or Skype meetings, to allow for real-time participation by all team members.)

2) At the time of referral, the DRS Counselor will provide the Contractor with a copy of the Eligibility Determination Form, Individualized Plan for Employment (IPE) or Trial Work Plan, and Personal Information Form. Once the intake is scheduled, the Contractor will send a ESS-C-121 — CE Authorization Request Form to the DRS Counselor, Rehabilitation Technician and Program Manager. The DRS Counselor authorizes for the first two services to be used (i.e. CE Discovery and Profile and Career Exploration, etc.) within five (5) business days. The Contractor should contact the DRS Counselor and ask for the authorization to be sent if not received within five (5) business days. Prior to the initiation of services, the CE Services and travel (if applicable), must be pre-authorized by the DRS Counselor. The only services that can be provided under a trial work plan include the CE Discovery and Profile service and the Career Exploration service. A DRS Counselor Monthly Update Form or an e-mail with the subject heading, “Monthly Update”, must be completed monthly and submitted to the DRS Counselor throughout the provision of the contract services. If an individual loses their job prior to the completion of nine (9) months of employment, the Contractor is required to replace the individual in another job at
no cost to DRS, and continue to provide the training and supports necessary to get the individual to successful case closure. However, if an individual loses their job after the completion of at least nine (9) months of employment, the Contractor is required to replace the individual in another job and will be reimbursed for up to three (3) additional placements if needed, according to the Additional Placement Rates listed in the Service Rates section below. Additional placements must be documented on an ESS-C-181 — Termination/Re-Placement Report, and submitted for payment with the ESS-C-101 — CE Invoice after the individual has worked five (5) days on the new job.

C. Target Population

1) The Customized Employment Services Pilot Project contract is primarily intended for individuals with the most significant disabilities in Priority Group 1 who need intensive supports to prepare for, obtain and maintain successful, competitive integrated employment. Individuals receiving SE services can also use the Career Exploration, Internship, Onsite Supports and Training, and Extended Services in Transition services if needed from the CE contract. Individuals receiving ER services can also use the Career Exploration and Internship services if needed from the CE contract. Those who may benefit from CE contract services include but are not limited to:

a) Individuals with little or no work experience in a competitive integrated setting;
b) Individuals who may benefit from a trial work experience to evaluate their potential to achieve competitive integrated employment;
c) Individuals who require multiple services over an extended period of time;
d) Individuals who may benefit from specialized job development and nontraditional jobs that meet an employer’s needs;
e) Individuals who require substantial assistance with preparing for employment and completing the job search process;
f) Individuals who require significant job site support to learn job tasks, gain work adjustment skills and stabilize in employment;
g) Individuals who require long-term support to retain employment; and
h) Individuals under the age of 25 who may benefit from Extended Services for Transition.

D. Service Rates

Each service for this contract can only be paid at the maximum rate, once per case, per Contractor, with the exception of any service paid under a trial work plan. When a service is initially paid under a trial work plan, the same service if needed, can be paid again once the individual is determined eligible, and the IPE is developed. The Contractor will only provide services if the service(s) has been pre-authorized by the DRS Counselor. All required documentation will be submitted for payment to the DRS Counselor upon completion of each service. When requesting mileage reimbursement for travel of thirty-five (35) or more miles one-way, the request must be submitted in writing; and an authorization for mileage at the current state rate, must be received from the DRS Counselor prior to travel. Billing must include all Required Case Documentation for Payment, and should be typed or legibly written. Payment of a CE contract service will constitute payment in full for all services delivered with the exception of mileage reimbursement, if applicable.

1) CE Rates

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<th>Maximum Payment</th>
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<td>1)</td>
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<tr>
<td>Service Description</td>
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<tr>
<td>CE Discovery and Profile</td>
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<tr>
<td>CE Team Meeting</td>
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<tr>
<td>CE Visual Résumé</td>
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<tr>
<td>Job Development (12 months)</td>
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<tr>
<td>CE Job Coaching I (2 months)</td>
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<tr>
<td>CE Job Coaching II (up to 2 mos. If needed)</td>
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<tr>
<td>CE Maintenance (1 month)</td>
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<td>CE Employment Outcome (3 months)</td>
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2) Other Service Rates

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Maximum Payment</th>
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<tr>
<td>Career Exploration (Can be used with SE &amp; ER)</td>
<td>$50.00/hr. ($2,000.00 max)</td>
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<tr>
<td>Internship (can be used with SE &amp; ER)</td>
<td></td>
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<tr>
<td>Initial Placement</td>
<td>$250.00</td>
</tr>
<tr>
<td>Internship Support Services</td>
<td>$50.00/hr ($3,000.00 max)</td>
</tr>
<tr>
<td>Permanent Employment</td>
<td>$750.00</td>
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<tr>
<td>Onsite Supports &amp; Training (up to 16 mos. if needed)</td>
<td>$200.00/mo. ($3,200.00 max)</td>
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<tr>
<td>EST Service (up to 48 mos. If needed)</td>
<td>$50.00/mos. ($2,400.00 max)</td>
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3) Additional Placement Rates

<table>
<thead>
<tr>
<th>Placement</th>
<th>Maximum Payment</th>
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<tbody>
<tr>
<td>2nd Placement</td>
<td>$900.00</td>
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<tr>
<td>3rd Placement</td>
<td>$450.00</td>
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<tr>
<td>4th Placement</td>
<td>$225.00</td>
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E. Service Descriptions for CE and Other Employment Services

1) CE Discovery and Profile: Person Centered Information Gathering and Profile Summary (For Approved CE Contractors Only)

a) Service Description:

1) Information is collected through a series of interviews, activities, and observations to identify an individual’s interests, strengths, education and employment background, learning style, preferred work environment, and support needs. Discovery activities include, but are not limited to:

a) Making a minimum of two (2) to three (3) home/neighborhood visits for the purpose of gaining information about the individual’s routines, hobbies, family supports, activities and other perspectives related to one’s residence;

b) Observing the neighborhood/area near the individual’s home to identify potential employers, transportation options, mobility routes, safety concerns etc.;

c) Interviewing people who know the individual well (i.e. family, friends, personal assistant, HTS, etc.);

d) Observing the individual as they participate in typical life activities outside of their home;

e) Participating in a familiar activity in which the individual is at his/her best and most competent;

f) Participating in a new activity in which the individual is interested in participating but has not yet had the chance to try;
g) Conducting a review of existing records, memorabilia and other documents that are available;

h) Developing discovery notes, photos and collecting other materials such as personal memorabilia, hobby examples, letters of recommendation and citations/awards that are used to assist in the development of the profile and the visual/electronic résumé.

2) The CE Discovery and Profile Service will be completed in a minimum of twenty-five (25) hours up to thirty-five (35) hours over a four (4) to six (6) week period. In some cases, less than 25 hours may be needed to obtain all of the required information for completion of the CE Discovery and Profile Service. Contractors must provide written documentation to justify their request to use less than the twenty-five (25) hour minimum to complete this service, and obtain written approval from the DRS Counselor. The Discovery and Profile service can be billed monthly at $50.00 per hour for a maximum amount of $1,750.00. The information gathered during Discovery will be documented on the ESS-C-109 — CE Discovery Intake and ESS-C-113 — CE Discovery Profile Report. On Page 2 of The ESS-C-113 — CE Discovery Profile Report, the additional comments box must include one of the following:

   a. a request to complete the Career Exploration to obtain additional information to assist with job development in CE or SE, needed,
   or
   b. request transitioning to Supported Employment to better serve the individual,
   or
   c. recommend moving forward to the CE Team Meeting to continue with CE Services.

The Contractor will complete and submit all Required Case Documentation for Payment of CE Discovery and Profile Service to DRS Counselor (as listed in c) below).

b) Outcome:

The Contractor has completed discovery activities that utilize a person centered approach to describe “who the individual is”, and guides the planning process to develop a customized job. The Contractor will summarize the Discovery findings on the individual’s profile. The Contractor has provided benefits planning information to any individual who is receiving Social Security Administration (SSA) benefits, and has referred the individual to a DRS Benefits Planning Specialist if the individual, payee, or family member has requested the service.

c) Required Case Documentation for Payment of CE Discovery and Profile Service:

ESS-C-101 — CE Invoice (required with each billing)
ESS-C-105 — CE Discovery Activity Log/Notes (required with each billing)
ESS-C-109 — CE Discovery Intake (required with final billing)
ESS-C-113 — CE Discovery Profile Report (required with final billing)
ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Service Rates)
ESS-C-121 — CE Authorization Request Form
ESS-C-125n — Contractor's Written Justification for less than twenty-five (25) hours to complete (if applicable)
ESS-C-129n — DRS Counselor Written Approval for less than twenty-five (25) hours (if applicable)
2) **Career Exploration: (Optional) (can be used with CE, SE and ER)**

a) **Service Description:**

The **ESS-C-137 — Plan of Exploration** will be developed with the individual outlining the career exploration activities to be used during this service. The Contractor will provide the individual with opportunities for at least three or more **different** exploration activities for a **maximum of up to forty (40) hours**. Career Exploration activities could include but are not limited to: job shadowing; work-site tour; job sampling; trial work experiences; volunteer experiences; situational assessments, and; other activities approved by DRS Counselor. **The Contractor must have a copy of the individual’s DRS IPE or Trial Work Plan prior to conducting the exploration activities to be in compliance with the Department of Labor (DOL) 64c08.** The Contractor will be paid $50.00 per hour up to a maximum of $2,000.00 based on the total amount of time completed for the career exploration activities. In some cases, less than three (3) different exploration activities may be needed to complete the Career Exploration service. Contractors must provide written documentation to justify their request to use less than the three (3) different activities to complete this service, and obtain written approval from the DRS Counselor. The Contractor must be onsite with the individual for all Career Exploration activities in order to assess the individual’s work skills, interests and behaviors. Prior to implementing the **ESS-C-137 — Plan of Exploration**, the Contractor will e-mail the plan to the DRS Counselor. If the DRS Counselor does not respond to the e-mail within five (5) working days, the Contractor may proceed with the planned career exploration activities. At the completion of this service, the individual will move to the next appropriate service or milestone that best meets their needs. The Contractor will complete and submit all **Required Case Documentation for Payment of Career Exploration Service** to DRS Counselor (as listed in c) below).

b) **Outcome:**

The Contractor has provided opportunities for the individual to explore potential occupations, job conditions, interests and job tasks in order to enhance their vocational goal and prepare the individual for a successful job match. Career Exploration activities could include but are not limited to: job shadowing, work-site tour, job sampling, trial work experiences, volunteer experiences and situational assessments.

c) **Required Case Documentation for Payment of Career Exploration Service:**

ESS-C-101 — CE Invoice

ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Service Rates)

ESS-C-133 — DRS Counselor Monthly Update Form(s)

ESS-C-137 — Plan of Exploration

ESS-C-141 — Career Exploration Report

ESS-C-145n — DRS Counselor Response to ESS-C-137 — Plan of Exploration

ESS-C-149n — Contractor’s Written Justification for completing less than three (3) different activities (if applicable)

ESS-C-153n — DRS Counselor Written Approval for completing less than three (3) different activities (if applicable)
3) **Internship:** (Optional) (can be used with CE, SE and ER)

a) **Service Description:**

1) The Contractor will prepare the individual for the internship placement. The Internship can be used for adults and, transition aged youth in their final semester of high school or out of school. The Contractor will provide onsite and/or offsite supports and training on an individualized basis for the duration of the internship to meet the needs of the individual. Prior to the internship start date, the Contractor will e-mail the completed ESS-C-157 — *Pre-Placement Information Form* to the DRS Counselor and ESS TA. Payment for this service will begin, once the individual has been employed in the internship for one (1) month. The Contractor will be paid two hundred and fifty dollars ($250.00) for the internship placement, in addition to the total amount of supports and training hours provided by the EC during the first month, as documented on the ESS-C-169 — *Internship Time Log*. For individuals receiving SSA benefits, the Contractor must provide the individual with copies of the Agreement to Report SSA Earnings and the SSA Earnings Report Letter. The ESS-C-161 — *Job Analysis* will be used to identify specific supports and accommodations on the ESS-C-185 — *Job Accommodation Form*. The Contractor will complete and submit all Required Case Documentation for Payment of Internship for the first month of the Internship to DRS Counselor (as listed in c) below).

2) The Contractor will bill and be paid monthly for additional months of the internship (if applicable), based on documented support and training hours provided by the EC and reported on the ESS-C-169 — *Internship Time Log*. A maximum of sixty (60) hours of onsite and/or offsite supports and training, based on the individual’s needs, can be billed at fifty dollars ($50.00) per hour not to exceed a total of three thousand dollars ($3000.00) for the duration of the internship.

3) In the first (1st) week of the final month of the internship, the Contractor will schedule a Team Meeting to review the individual’s progress and determine which service or milestone the individual will transition to upon completion of the internship. The results of this meeting will be documented on the ESS-C-173 — *Team Meeting Narrative*. The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. When using other technology assisted communication, the individual must be physically present with either the DRS Counselor or Contractor. (Such as: telephone conference calls, Zoom or Skype meetings, to allow for real-time participation by all team members.)

4) If the internship results in permanent competitive integrated employment with the same employer at the completion of the internship, the Contractor will be paid an additional seven hundred and fifty dollars ($750.00). The Team will determine the CE, SE or ER service or milestone that best meets the individual’s needs for continued supports. The Contractor will submit the ESS-C-101 — *CE Invoice*, ESS-C-169 — *Internship Time Log* and ESS-C-177 — *Placement Report* for payment when the individual is hired by the same employer.

5) If the individual is not hired by the employer at the end of the internship, they will then be moved to the CE, SE or ER job development/placement service or milestone that best meets their needs as determined by the Team. The Contractor will complete and submit all Required Case Documentation for Payment of Internship Service for the final month of the Internship to DRS Counselor (as listed in c) below).
b) Outcome:

The Contractor has assisted the individual with obtaining a paid or unpaid internship opportunity with a community-based employer for a period of up to six (6) months.

c) Required Case Documentation for Payment of Internship Service:

ESS-C-101 — CE Invoice (Required with each month’s billing)
ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Service Rates)
ESS-C-133 — DRS Counselor Monthly Update Form(s)
ESS-C-157 — Prior to start date, ESS-C-157 — Pre-Placement Information Form (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-161 — Job Analysis (Completed during the first week of internship and required with first month’s billing)
ESS-C-165 — Internship Placement Report (Required with first month’s billing)
ESS-C-169 — Internship Time Log (Required with each month’s billing)
ESS-C-173 — Team Meeting Narrative (Required with final billing)
ESS-C-177 — Placement Report (Required with final billing if hired by the same employer)
ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-185 — Job Accommodation Form
ESS-C-189 — Agreement to Report SSA Earnings, If SSA Recipient
ESS-C-193 — SSA Earnings Report Letter, If SSA Recipient
ESS-C-197n — Internship Agreement Documentation

4) CE Team Meeting: (For Approved CE Contractors Only)

a) Service Description:

This meeting must be conducted in person. During the CE Team Meeting the results of the Discovery and Profile, and Career Exploration (if applicable) will be discussed in preparation for Job Development. This planning meeting will also be used to identify employers in the community with job tasks matching the individual’s interests and skills, as well as meeting the employer’s needs. On the ESS-C-201 — CE Employer Contact List: the Team will compile a list of at least five (5) employers within the individual’s community; identify contacts team members have with the selected employers, and; document the order and timeframe the individual would like the employers contacted. The Team Meeting will be completed in a minimum of one (1) hour. The results of the Team Meeting will be documented on the ESS-C-173 — Team Meeting Narrative. The Contractor will complete and submit all Required Case Documentation for Payment of CE Team Meeting service to the DRS Counselor (as listed in c) below).
b) Outcome:

The Contractor will schedule and conduct a Team Meeting with the individual, DRS Counselor and all other relevant team members to create a ESS-C-201 — CE Employer Contact List. The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. (Such as: telephone conference calls, Zoom or Skype meetings, to allow for real-time participation by all team members.) The CE Team Meeting is the only Team Meeting in the CE contract that is billed and paid separately as a stand-alone service.

c) Required Case Documentation for Payment of CE Team Meeting service:

ESS-C-101 — CE Invoice  
ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Service Rates)  
ESS-C-133 — DRS Counselor Monthly Update Form(s)  
ESS-C-173 — Team Meeting Narrative  
ESS-C-201 — CE Employer Contact List

5) CE ESS-C-205n — Visual Résumé/Job Development: (For Approved CE Contractors Only)

a) Service Description for CE ESS-C-205n — Visual Résumé:

A ESS-C-205n — Visual Résumé is developed as a marketing tool designed to show off who the individual is at their best. It consists of photographs, and narrative information highlighting the individual’s skills, abilities, experiences, contributions and tasks they can perform for the prospective employer. Different types of formats that can be used for the ESS-C-205n — Visual Résumé include but are not limited to: a hard copy portfolio or an electronic Microsoft PowerPoint presentation, DVD or video recording, etc. A recommended length for the ESS-C-205n — Visual Résumé is eight (8) to ten (10) pages/slides/frames in order to maintain the prospective employer’s attention. The completed ESS-C-205n — Visual Résumé must be e-mailed to the DRS Counselor for approval prior to beginning job development. If the DRS Counselor does not respond by e-mail within five (5) working days the Contractor may proceed with job development. The ESS-C-205n — Visual Résumé will be completed in three (3) to five (5) hours within a two (2) week period. The Contractor will complete and submit all Required Case Documentation for Payment of Visual Résumé to DRS Counselor (as listed in c) below).

b) Outcome for CE ESS-C-205n — Visual Résumé:

The Contractor has created the ESS-C-205n — Visual Résumé with the individual highlighting their potential contributions, as well as the types of tasks the individual is interested in, and capable of performing. This résumé will be used in the job development process.

c) Required Case Documentation for Payment for Visual Résumé:

ESS-C-101 — CE Invoice  
ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Service Rates)  
ESS-C-133 — DRS Counselor Monthly Update Form(s)
d) Service Description for CE Job Development:

1) During job development, the Contractor will work collaboratively with potential employers to identify their unmet needs. Second, the Contractor will establish whether the employer’s unmet needs are compatible with the individual’s interests, conditions and contributions for employment. Finally, the Contractor will negotiate the customized job, provision of supports and the terms of employment that match the individual’s and employer’s needs.

2) The Contractor will complete a ESS-C-101 — CE Invoice along with a ESS-C-217 — CE Employer Development Report to be submitted monthly for payment that includes: detailed information regarding types and number of employer contacts that have been completed, outcomes of those contacts, as well as an account of the time spent on each activity.

3) If adequate progress has not been made within two and a half months (2 ½), the Contractor will schedule a Team Meeting with the individual, DRS Counselor, and any other relevant team members prior to the end of the third (3rd) month to discuss and address any issues impacting job development. This meeting is to review progress, and identify what is working and not working for the individual. The team will then determine whether continued job development is appropriate at this time and if so, an additional three (3) months will be authorized. If a job has not been developed by the end of six (6) months, the Contractor will schedule another team meeting prior to the end of six (6) months to review progress and address any barriers to employment. If the team determines the individual is not ready to continue to pursue competitive integrated employment, alternate services will be identified by the team. If the team determines that continued job development is appropriate, job development will continue until a customized job is secured or alternate services are identified. Team Meetings will be held prior to the completion of any three (3) month increment throughout the duration of the twelve (12) month job development process. Job Development services can be billed at a rate of $250.00 per month for a total of twelve (12) months. If job placement occurs prior to twelve (12) months, the Contractor will be paid for the remaining amount of the total $3,000.00 available for the Job Development service. The ESS-C-101 — CE Invoice, ESS-C-217 — CE Employer Development Report, the ESS-C-173 — Team Meeting Narrative (if applicable), and the ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Service Rates) are required to be completed and submitted to the DRS Counselor monthly for payment prior to placement. The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. When using other technology assisted communication, the individual must be physically present with either the DRS Counselor or Contractor. (Such as: telephone conference calls, Zoom or Skype meetings, to allow for real-time participation by all team members.)

4) The results of the team meeting(s) will be documented on the ESS-C-173 — Team Meeting Narrative(s). The Contractor will complete the ESS-C-209 — CE Employer Needs Analysis to identify the employer’s unmet needs, and the individual’s potential job tasks in order to assist with negotiating the job.
Once the job has been negotiated and terms of employment agreed upon, prior to the first (1st) day of work, the ESS-C-157 — *Pre-Placement Information Form* will be completed and e-mailed to the DRS Counselor and ESS TA. An individual under this contract may not become an employee of the Contractor or any business owned by the Contractor or his/her employees, unless the individual receives compensation at no less than the median hourly wage for the region or city based on job type and location (i.e. Enid, OK Metropolitan Statistical Area (MSA); Fort Smith, AR – OK MSA; Lawton, OK MSA; Oklahoma City, OK MSA; Tulsa, OK MSA; NE OK Balance of State Areas (BOS); NW OK BOS; SE OK BOS; or SW OK BOS), or the combination of the individual's hourly wage and hourly health and/or wellness benefit(s) are equal to or more than the median hourly wage for the region or city based on job type and location as identified in the applicable U.S. Department of Labor/Employment and Training Administration (USDOL/ETA) website at

https://www.onetonline.org/

Only when the individual is hired by the Contractor and prior to first (1st) day of work, the ESS-C-213n — O*NET median hourly wage documentation for the respective region or city must be e-mailed to the DRS Counselor and ESS TA along with the ESS-C-157 — *Pre-Placement Information Form* (the breakdown of the hourly wage and hourly health and/or wellness benefit(s) when applicable, must be documented in the comments box of the ESS-C-157 — *Pre-Placement Information Form*). In addition, the ESS-C-161 — *Job Analysis* will be completed before the first (1st) day of employment. After the individual completes five (5) days on the job, the Contractor will complete and submit all Required Case Documentation for Payment of Job Development Service to DRS Counselor (as listed in g) below).

If the individual loses their job prior to the completion of five (5) days on the job, the Contractor will submit a completed ESS-C-181 — *Termination/Re-Placement Report* to the DRS Counselor and the ESS TA at the time the individual is terminated. Prior to the re-placement start date, the Contractor will submit the updated ESS-C-181 — *Termination/Re-Placement Report* to the DRS Counselor and ESS TA.

e) Outcome for CE Job Development:

The Contractor has explained Customized Employment and outlined what the employer can expect from the individual and the Contractor during the job development process. The Contractor has developed a successful job match that meets the individual’s contributions, conditions and interests and the employer’s unmet needs. A job can be developed within an individual’s family’s business as long as the job meets the definition of competitive integrated employment.

f) Required Case Documentation for Payment for CE Job Development:

ESS-C-101 — *CE Invoice* (Required with each billing)

ESS-C-117 — *Travel Log and Invoice* (when travel is authorized. See D. Service Rates)

ESS-C-133 — *DRS Counselor Monthly Update Form(s)*

ESS-C-161 — *Job Analysis* (completed prior to first day of employment, and required with final billing)

ESS-C-173 — *Team Meeting Narrative(s)* (if applicable, required every three (3) months with billing)
ESS-C-177 — Placement Report (Required with final billing)

ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-185 — Job Accommodation Form

ESS-C-189 — Agreement to Report SSA Earnings, If SSA Recipient

ESS-C-193 — SSA Earnings Report Letter, If SSA Recipient

ESS-C-209 — CE Employer Needs Analysis

ESS-C-213n — ONLY when hired by the Contractor and prior to the start date, the O*NET median hourly wage documentation for the region or city where the job is located (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-217 — CE Employer Development Report (Required with each billing)

Prior to start date, ESS-C-157 — Pre-Placement Information Form (e-mail to DRS Counselor and Cc ESS TA)

6) CE Job Coaching I: (8 weeks/2 months cumulative)

a) Service Description:

1) The Contractor will provide onsite supports and training for the full shift of the individual’s first five (5) working days to assist the individual to learn job duties and appropriate work-site behaviors. Beginning the sixth (6th) working day through the completion of the first four (4) weeks on the job, the Contractor will provide onsite supports and training to the individual for a minimum of at least half of every job shift. During the second four (4) weeks on the job, the Contractor will provide onsite supports and training for a minimum of one fourth of every job shift. Onsite fading can be utilized as appropriate to evaluate the individual’s ability to work independently.

2) The Contractor will complete and submit all Required Case Documentation for Payment of CE Job Coaching I to DRS Counselor for each month of Job Coaching I (as listed in c) and d) below). The ESS-C-161 — Job Analysis will be used to identify specific supports and accommodations on the ESS-C-185 — Job Accommodation Form. The Contractor will provide or arrange for implementation of supports and document the supports on the ESS-C-229 — Natural Supports Plan. If the individual loses their job, the Contractor will submit a completed ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and the ESS TA at the time the individual is terminated. Prior to the re-placement start date, the Contractor will submit the updated ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and ESS TA.

b) Outcome:

The individual has worked successfully for a minimum of eight (8) weeks beginning with the first (1st) day of employment and has received all appropriate onsite supports and training. At the
completion of this service, individuals can be moved to CE Maintenance if they meet the following criteria: individual is working at least sixty percent (60%) of their weekly work goal as identified on their IPE, and on-site support needs cannot be more than twenty-five percent (25%) of their total work hours per month.

c) **Required Case Documentation for Payment for 1st Month of CE Job Coaching I:**

   ESS-C-101 — CE Invoice
   ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Service Rates)
   ESS-C-133 — DRS Counselor **Monthly** Update Form(s)
   ESS-C-181 — **Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report**, (e-mail to DRS Counselor and Cc ESS TA)
   ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
   ESS-C-221 — CE Job Coaching Report
   ESS-C-225 — Record of Hours Worked (Weeks 1 – 4)
   ESS-C-229 — Natural Supports Plan (Required)
   ESS-C-233 — Employer Verification (Signed by the Employer)

d) **Required Case Documentation for Payment 2nd Month of CE Job Coaching I:**

   ESS-C-101 — CE Invoice
   ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Service Rates)
   ESS-C-133 — DRS Counselor **Monthly** Update Form(s)
   ESS-C-181 — **Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report**, (e-mail to DRS Counselor and Cc ESS TA)
   ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
   ESS-C-185 — Job Accommodation Form (if applicable)
   ESS-C-221 — CE Job Coaching Report
   ESS-C-225 — Record of Hours Worked (Weeks 5 – 8)
   ESS-C-229 — Natural Supports Plan (only if updated)
   ESS-C-237n — Current Pay Stub/Earnings Statement

7) **CE Job Coaching II: (9 - 16 weeks/4 months cumulative)**

   a) **Service Description:**

   1) During the initial four (4) weeks of CE Job Coaching II, the Contractor will provide three (3) or more onsite supports and training each week at a minimum of one (1) hour per support visit. During the final four (4) weeks of CE Job Coaching II if needed, the Contractor will provide a
minimum of two (2) or more onsite supports and training each week at a minimum of thirty (30) minutes per support visit. The Contractor will work with the individual to increase their independence, skill level, understanding of the job duties, and employer expectations in order to decrease their need for onsite supports and training.

2) The Contractor will complete and submit all Required Case Documentation for Payment of CE Job Coaching II to DRS Counselor for each month completed of Job Coaching II (as listed in c) and d) below). An employer signed ESS-C-233 — Employer Verification (Signed by the Employer) is only required for payment at the end of the first (1st) month of CE Job Coaching II, when the individual requires the second (2nd) month of CE Job Coaching II. A current pay stub or earnings statement is required for payment at the end of the first (1st) month of CE Job Coaching II, when the individual has met the criteria to move straight to the Maintenance service at the end of the first (1st) month of CE Job Coaching II. The ESS-C-185 — Job Accommodation Form will be reviewed and updated if any changes are required. If the individual loses their job, the Contractor will submit a completed ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and the ESS TA at the time the individual is terminated. Prior to the re-placement start date, the Contractor will submit the updated ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and ESS TA.

3) If the individual is not ready to move to CE Maintenance, the individual, DRS Counselor, Contractor, and any other relevant team members will meet within the final two (2) weeks of CE Job Coaching II. The ESS-C-233 — Employer Verification (Signed by the Employer) and the ESS-C-249 — Employee Satisfaction Survey will be used with the ESS-C-229 — Natural Supports Plan during this service to help evaluate the individual’s readiness for CE Maintenance. The Team Meeting is to review progress and identify what is working and not working for the individual. The team will then determine whether Onsite Supports and Training are required. The results of the team meeting will be documented on the ESS-C-173 — Team Meeting Narrative. The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. When using other technology assisted communication, the individual must be physically present with either the DRS Counselor or Contractor. (Such as: telephone conference calls, Zoom or Skype meetings, to allow for real-time participation by all team members.)

b) Outcome:

The individual has successfully worked four (4) or eight (8) additional weeks beyond the CE Job Coaching I, and has received all appropriate onsite supports and training. The Contractor can move the individual to CE Maintenance after the maintenance criteria is met. To move to CE Maintenance, the individual must be working at sixty percent (60%) of their weekly work goal as identified on their IPE, and their on-site support needs cannot be more than twenty-five percent (25%) of their total work hours per month. If the maintenance criteria is not met at the end of six (6) weeks, then a team meeting is required to determine if the individual needs to be moved to Onsite Supports and Training at the completion of CE Job Coaching II. The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. When using other technology assisted communication, the individual must be physically present with either the DRS Counselor or Contractor. (Such as: telephone conference calls, Zoom or Skype meetings, to allow for real-time participation by all team members.)

c) Required Case Documentation for Payment for 1st Month of CE Job Coaching II:
ESS-C-101 — CE Invoice
ESS-C-117 — Travel Log and Invoice (if applicable)
ESS-C-133 — DRS Counselor Monthly Update Form(s)
ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA) (e-mail to DRS Counselor and Cc ESS TA, if applicable)
ESS-C-221 — CE Job Coaching Report
ESS-C-225 — Record of Hours Worked (Weeks 9 – 12)
ESS-C-229 — Natural Supports Plan (if applicable, only if updated)
ESS-C-233 — Employer Verification (Signed by the Employer) (Signed by the Employer, only required when moving to the 2nd month of CE Job Coaching II)
ESS-C-237n — Current Pay Stub/Earnings Statement (only required when moving to CE Maintenance after one month)

d) Required Case Documentation for Payment for 2nd Month of CE Job Coaching II:

ESS-C-101 — CE Invoice
ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Service Rates)
ESS-C-133 — DRS Counselor Monthly Update Form(s)
ESS-C-173 — Team Meeting Narrative (if applicable)
ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-185 — Job Accommodation Form (only if updated)
ESS-C-221 — CE Job Coaching Report
ESS-C-225 — Record of Hours Worked (Weeks 13 – 16, if applicable)
ESS-C-229 — Natural Supports Plan (only if updated)
ESS-C-233 — Employer Verification (Signed by the Employer) (Signed by the Employer)

8) Onsite Supports and Training: (week 17 up to week 80 or 16 months total/20 months cumulative) (can be used with CE and SE)

a) Service Description:

1) Onsite Supports and Training will only be utilized if the individual cannot be moved into CE Maintenance. A team meeting is required each time, prior to authorizing an additional four (4) months of Onsite Supports and Training. The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. When using other technology assisted communication, the individual must be physically present with either the
2) The Contractor will provide one (1) or more onsite supports and training each week at a minimum of fifteen (15) minutes per support visit. Onsite Supports and Training can be billed monthly on the **ESS-C-101 — CE Invoice**. The **ESS-C-185 — Job Accommodation Form** will be reviewed every month and updated, if any changes are required.

3) If the individual is not ready to move to CE Maintenance, the individual, DRS Counselor, Contractor, and any other relevant team members will meet within the first two (2) weeks of the fourth (4th) month of Onsite Supports and Training. The Team Meeting is to review progress and identify what is working and not working for the individual. The **ESS-C-233 — Employer Verification Form** (Signed by the Employer) and the **ESS-C-249 — Employee Satisfaction Survey** will be used with the **ESS-C-229 — Natural Supports Plan** to help determine the individual’s readiness for CE Maintenance. The team will then determine whether additional Onsite Supports and Training are required. The results of the team meeting will be documented on the **ESS-C-173 — Team Meeting Narrative(s)**. The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. When using other technology assisted communication, the individual must be physically present with either the DRS Counselor or Contractor. (Such as: telephone conference calls, Zoom or Skype meetings, to allow for real-time participation by all team members.

The **ESS-C-185 — Job Accommodation Form** will be reviewed every month and updated, if any changes are required. If the individual loses their job, the Contractor will submit a completed **ESS-C-181 — Termination/Re-Placement Report** to the DRS Counselor and the ESS TA at the time the individual is terminated. Prior to the re-placement start date, the Contractor will submit the updated **ESS-C-181 — Termination/Re-Placement Report** to the DRS Counselor and ESS TA. The Contractor will complete and submit all **Required Case Documentation for Payment** to DRS Counselor for each month of Onsite Supports and Training completed (as listed in c) below).

b) Outcome:

1) The individual has worked successfully for at least four (4) weeks and has received all appropriate onsite supports and training. Onsite Supports and Training can be authorized and provided a total of four (4) times in four (4) month increments.

2) The individual can be moved to CE Maintenance at the end of any four (4) week increment if they meet the maintenance criteria. The maintenance criteria specifies the individual must be working at sixty (60%) of their weekly work goal as identified on their IPE, and on-site support needs cannot be more than twenty-five (25%) of their total work hours per month.

3) If the individual remains in this service at the end of the initial three and a half (3½) months and has not been moved to CE Maintenance, a team meeting is required. Additional Onsite Supports and Training can be authorized and provided if the team determines it is needed to assist the individual with meeting the maintenance criteria.

c) **Monthly Required Case Documentation for Payment of CE Job Coaching II:**
ESS-C-101 — CE Invoice
ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Service Rates)
ESS-C-133 — DRS Counselor Monthly Update Form(s)
ESS-C-173 — Team Meeting Narrative(s) (Submit every four months, if applicable)
ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-185 — Job Accommodation Form (only if updated)
ESS-C-225 — Record of Hours Worked (Submit monthly beginning with Weeks 17 – 20; and ending with Weeks 73 – 76, if applicable)
ESS-C-229 — Natural Supports Plan (only if updated)
ESS-C-233 — Employer Verification (Signed by the Employer – required at the completion of each 4 month increment of Onsite Supports and Training)
ESS-C-241 — Onsite Supports and Training Report

9) CE Maintenance:

a) Service Description:

The Contractor will provide a minimum of one (1) onsite support visit, one (1) offsite support visit, and one (1) employer contact during the CE Maintenance service. All onsite support visits must be a minimum of fifteen (15) minutes. On the ESS-C-225 — Record of Hours Worked, only document contacts that are work related. Extended Services will be identified and initiated by the Contractor to keep the individual stabilized in long-term employment. Extended services may include but are not limited to: natural supports, Developmental Disability Services of Department of Human Services (DDS), etc. Individuals who achieve maintenance (working at weekly work goal and onsite/offsite support needs are less than or equal to twenty percent (20%) of total work hours per month at the end of the four (4) weeks, can be moved to CE Employment Outcome Service. If the individual loses their job, the Contractor will submit a completed ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and the ESS TA at the time the individual is terminated. Prior to the re-placement start date, the Contractor will submit the updated ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and ESS TA. The Contractor will complete and submit all Required Case Documentation for Payment of CE Maintenance Service to DRS Counselor (as listed in c) below).

b) Outcome:

The individual has worked successfully for at least four (4) weeks, and received all appropriate onsite supports and training. To achieve maintenance, the individual must work at least one entire work week without EC support, must work at their weekly work goal as identified on their IPE for the four (4) weeks of maintenance, their onsite/offsite support and training needs must be less than or equal to twenty percent (20%) of their total work hours per month, the employer is satisfied with the individual’s job
performance, and the individual is satisfied with their job. At the completion of CE Maintenance, if the individual has met all of the requirements, they can be moved to the CE Employment Outcome Service.

c) **Required Case Documentation for Payment of CE Maintenance Service:**

ESS-C-101 — *CE Invoice*

ESS-C-117 — *Travel Log and Invoice* (when travel is authorized. See D. Service Rates)

ESS-C-133 — *DRS Counselor Monthly Update Form(s)*

ESS-C-185 — *Job Accommodation Form* (only if updated)

ESS-C-233 — *Employer Verification (Signed by Employer)*

ESS-C-245 — *CE Maintenance Report*

ESS-C-249 — *Employee Satisfaction Survey*

ESS-C-225 — *Record of Hours Worked*

ESS-C-261 — *EST Extended Services Report*

ESS-C-257 — *Natural Supports Cooperative Agreement*

ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — *Termination/Re-Placement Report*, (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)

10) **Extended Services for Transition (EST) (can be used with CE and SE):**

a) **Service Description:**

1) This service is for transition age youth. EST can be authorized in six (6) month increments for up to forty-eight (48) months as needed or until the individual turns twenty-five (25) years old, whichever occurs first.

2) The Contractor will provide a minimum of two (2) onsite supports and training each month at a minimum of fifteen (15) minutes per support visit. EST can be billed monthly at a rate of $50.00/mos. The ESS-C-101 — *CE Invoice*, ESS-C-225 — *Record of Hours Worked*, and ESS-C-117 — *Travel Log (if applicable)* must be completed and submitted to the DRS Counselor monthly for payment. The ESS-C-185 — *Job Accommodation Form* will be reviewed every month and updated, if any changes are required.

3) A team meeting is required annually until the individual completes a maximum of forty-eight (48) months of EST or ages out of EST on their twenty-fifth (25th) birthday. The Team Meeting(s) will be held to review the individual’s progress, and the results of the Team Meeting(s) will be documented on the ESS-C-173 — *Team Meeting Narrative(s)* and submitted to the DRS Counselor.

4) Within the first two (2) weeks of the final month (forty-eighth (48th) or last month prior to individual turning twenty-five (25), whichever occurs first) of EST, the Contractor will schedule the final Team
Meeting with all relevant team members. This Team Meeting is to review progress and prepare the individual for the transition to the CE Employment Outcome service.

5) The **ESS-C-261** — *EST Extended Services Report*, employer signed Employer Verification, **ESS-C-249** — *Employee Satisfaction Survey*, **ESS-C-173** — *Team Meeting Narrative(s)*, and **ESS-C-229** — *Natural Supports Plan* (if updated) must be completed and submitted annually. If the individual loses their job, the Contractor will submit a completed **ESS-C-181** — *Termination/Re-Placement Report* to the DRS Counselor and the ESS TA at the time the individual is terminated. Prior to the re-placement start date, the Contractor will submit the updated **ESS-C-181** — *Termination/Re-Placement Report* to the DRS Counselor and ESS TA. Up to three (3) additional placement rates can be paid if the individual loses their job after nine (9) months of employment anytime during the provision of CE services. For payment of an additional placement, the Contractor must complete and submit an updated **ESS-C-181** — *Termination/Re-Placement Report* prior to the individual’s start date. The **ESS-C-101** — *CE Invoice* must be completed and submitted for payment after the individual has worked five (5) days on the new job.

b) Outcome:

The individual has worked successfully for up to a total of forty-eight (48) months beyond Maintenance or until turning age twenty-five (25), whichever occurs first. The individual has received all appropriate onsite supports and training during extended services for transition.

c) **Required Case Documentation for Payment for Extended Services for Transition (EST) service:**

- **ESS-C-101** — *CE Invoice* *(Required for monthly payment)*
- **ESS-C-133** — *DRS Counselor Monthly Update Form(s)*
- **ESS-C-117** — *Travel Log and Invoice* *(when travel is authorized. See D. Service Rates)*
- **ESS-C-173** — *Team Meeting Narrative(s)* *(Required at completion of EST service and/or at least annually during the completion of the 48 months of service)*
- **ESS-C-181** — *Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report*, *(e-mail to DRS Counselor and Cc ESS TA)*
- **ESS-C-181** — *Prior to start date of re-placement, update the above form with new job information* *(e-mail to DRS Counselor and Cc ESS TA)*
- **ESS-C-185** — *Job Accommodation Form* *(only if updated)*
- **ESS-C-225** — *Record of Hours Worked* *(Required for monthly payment)* *(Document work related contacts, supports, and employer contacts provided)*
- **ESS-C-229** — *Natural Supports Plan* *(only if updated)*
- **ESS-C-233** — *Employer Verification (Signed by the Employer)* *(Signed by Employer – required at completion of EST service and/or at least once annually during the completion of the 48 months of service)*
- **ESS-C-249** — *Employee Satisfaction Survey* *(Required at the completion of the service and/or at least once annually during the completion of the 48 months of the EST service)*
ESS-C-261 — EST Extended Services Report (Required at completion of EST service and/or at least annually during the completion of the 48 months of service)

11) CE Employment Outcome: (additional ninety (90) calendar days beyond completion of maintenance)

a) Service Description:

The Contractor will provide a minimum of two (2) onsite and/or offsite contacts and one (1) employer contact each month to ensure satisfaction and job retention. All onsite and/or offsite contacts must be a minimum of fifteen (15) minutes each. The Contractor will complete and submit all Required Case Documentation for Payment for CE Employment Outcome to the DRS Counselor (as listed in c) below). If the individual loses their job, the Contractor will submit a completed ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and the ESS TA at the time the individual is terminated. Prior to the re-placement start date, the Contractor will submit the updated ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and ESS TA.

b) Outcome:

The individual has been employed in a permanent job and has worked a minimum of ninety (90) calendar days beyond completion of maintenance. The Contractor has provided all appropriate training and support services, and extended services are in place. The employer is satisfied with the individual’s job performance, and the individual is satisfied with the job. Only weeks where the hours worked meet the weekly work goal, as identified in the IPE, are counted toward the required ninety (90) calendar days.

c) Required Case Documentation for Payment for CE Employment Outcome:

ESS-C-101 — CE Invoice
ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Service Rates)
ESS-C-133 — DRS Counselor Monthly Update Form(s)
ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-185 — Job Accommodation Form (only if updated)
ESS-C-225 — Record of Hours Worked
ESS-C-237n — Current Pay Stub/Earnings Statement
ESS-C-249 — Employee Satisfaction Survey
ESS-C-265 — CE Employment Outcome Report

F. Payment Guidelines for Temp-to-Hire Positions:
When the individual is placed in a temp-to-hire position as described in the definition, the Contractor will be paid for the services as follows:

1. **CE Services (see Service Descriptions above)**
   a) **CE Job Development Service** will be paid after the individual has completed five (5) working days in the temp-to-hire position
   b) **CE Job Coaching I Service** will be paid monthly during the temp-to-hire position when all requirements of CE Job Coaching I Service have been met
   c) **CE Job Coaching II Service** will be paid monthly during the temp-to-hire position when all requirements of CE Job Coaching II Service have been met
   d) **Onsite Supports and Training Service** will be paid monthly during the temp-to-hire position when all requirements of Onsite Supports and Training Service have been met
   e) **CE Maintenance Service** will be utilized to support the individual, and will be paid when the individual has worked a minimum of four weeks as a permanent employee and all the requirements of the CE Maintenance Service have been met.
   f) **EST** will be paid monthly after individual is hired as permanent employee and when all requirements of EST Service have been met
   g) **CE Employment Outcome Service** will be paid ninety (90) calendar days as a permanent employee and all the requirements of the CE Employment Outcome Service have been met.

2. If the individual has not been hired as a permanent employee at the completion of six (6) months in a temp-to-hire position, a **Team Meeting** is required to review progress and identify what is working and not working for the individual. The team will determine if continued supports and training are appropriate for the individual in the temp-to-hire position for up to an additional six (6) months in preparation for permanent employment if an alternate placement or services should be explored.

**G. Minimum Contract Standards for Customized Employment**

<table>
<thead>
<tr>
<th>All CE Contractors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average wages at closure</td>
</tr>
<tr>
<td>Assessment to placement percentage* (Excludes trial work individuals)</td>
</tr>
</tbody>
</table>

*Number of placements divided by number of assessments

**H. Code of Professional Ethics**
All Contractors and all employees of the Contractors are required to abide by the six principles of ethical behavior as listed below and outlined in the Commission on Rehabilitation Counselor Certification (CRCC) Code of Professional Ethics located at the following link:

https://www.crccertification.com/code-of-ethics-4

1) Autonomy: To respect the rights of clients to be self-governing within their social and cultural framework.

2) Beneficence: To do good to others; to promote the well-being of clients.

3) Fidelity: To be faithful; to keep promises and honor the trust placed in them.

4) Justice: To be fair in the treatment of all clients; to provide appropriate services to all.

5) Nonmaleficence: To do no harm to others.

6) Veracity: To be honest.

I. Required Reporting

1. Contractor Reporting: Contractors are required to report to the ESS TA when they are aware of a service being omitted or cancelled, when individuals change Contractors in the middle of the program, or the name of the Contractor’s company is not included on the list of available Contractors in their area.

2. Monthly update to DRS Counselors: The EC will send the required ESS-C-133 — DRS Counselor Monthly Update Form(s) to the DRS Counselor each month summarizing the individual’s current status including: activity, progress, problems or additional support needs.


5. Staff Reporting: When any staff changes occur, Contractors must notify their ESS TA using the ESS-A-005 — Contractor Staff and Training Form. New staff working under this contract, must have completed a national background check before their start date. (For the National Background Check, only the completion date is reported on the form. DO NOT send the actual report. Retain a copy of the national background check on file for audit purposes.)

6. Occasional Reporting: The Contractor is required to provide additional information as needed and requested by their ESS TA. The Contractor is required to make their case records available for audit at any time at the request of the ESS Unit. A DRS Counselor may be included in the audit process.

J. Contractor Qualifications

1) All Contractors:
a) Contractors may include a public, private non-profit or private for-profit entity. Contractors must designate an Employment Services Project Director and employ a minimum number of staff. To utilize this contract, the staff requirement is one and a half (1.5) Full Time Employees (FTE) to provide backup to ensure working individuals receive appropriate supports. A Contractor cannot provide Customized Employment Services through this contract without a current employee on staff who has completed Customized Employment Training. A Contractor may not accept referrals unless the Project Director has successfully completed DRS Employment Consultant Training, and received a certificate. Job Club Trainers must complete Job Club Train the Trainer offered by The University of Oklahoma (OU) National Center for Disability Education and Training (NCDET) prior to delivering Job Club sessions.

b) Contractors are required to submit an ESS-A-001 — ESS Contracts Information Form by e-mail to their ESS TA, to provide or update information and request the contract(s) for the current or next fiscal year. If not renewing for the next fiscal year, notify your ESS TA in writing.

c) Contractors are required to complete the requested Contract(s), and Non-Collusion Certificate(s) (OMES-CP-004SA) using the Adobe Document Cloud e-Sign process.

d) Contractors must submit a completed/updated ESS-A-005 — Contractor Staff and Training Form, along with new training certificates for all training completed, when staff changes occur during the year, with the Mid-Year ESS-A-010 — Contract Evaluation, and when processing contracts each fiscal year.

e) When a staff member of one Contractor goes to work for another Contractor, that staff member cannot continue to provide services to the individuals they were serving with the initial Contractor.

f) Contractors serving as the assigned SSA Employment Network (EN) and providing services to individuals with a ticket to work are ineligible to provide services against this contract. Please contact Maximus at 866-968-7842 to bill for reimbursement for services through SSA.

g) To cancel contract, see section V. Standard Terms, Subsection F. Cancellation of this contract.

2) New Contractors:

The new Contractor and/or Project Director verifies at the start of their contract period she/he was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months. The New Contractor and/or Project Director must submit a copy of their current résumé. In addition to a twelve (12) month projected budget, all new Contractors must submit evidence of financial solvency documenting liquid assets or lines of credit of at least fifty thousand dollars ($50,000) for Metro Contractors or twenty-five thousand dollars ($25,000) for Rural Contractors. New Contractors must also submit a W-9. New Contractors must submit all required documentation no later than March 31st to initiate a contract and provide services during the current fiscal year.

K. Staff Qualifications
1. **Customized Employment Project Directors:** Project Directors working under this contract must be **certified** by completing the DRS Employment Consultant Training course as provided by the OU-NCDET, prior to initiation of the contract. Project Directors are required to complete all additional training required for ECs. They must also attend required Project Directors’ meetings as scheduled by the ESS Unit. Advanced notice to the ESS TA is required for an excused absence.

2. **Employment Consultant (EC):** The minimum salary paid to an EC providing services under this contract shall be no less than twenty thousand dollars ($20,000) per year. Contractors must utilize the **ESS-A-005 — Contractor Staff and Training Form** to indicate training received by each EC working under this contract at the start of the contract year, and with the mid-year report on January 31st. Within six (6) months from the hire date, the EC must be certified by completing the DRS Employment Consultant Training course as provided by OU-NCDET.
EC’s delivering services must also successfully complete the additional training courses described below within twelve (12) months of hire. Required training listed below is provided by OU-NCDET:

a. Social Security Work Incentives  
b. Effective Training at Work (online training)  
c. Job Development/Marketing  
d. Job Club Train the Trainer Training (required if EC is conducting Job Clubs)  
e. Introduction to Positive Behavior Supports in the Workplace (online training - prerequisite for Positive Behavior Supports in the Workplace)  
f. Positive Behavior Supports in the Workplace  
g. Instructional Supports  
h. Customized Employment Training (required to provide all services in CE contract)  
i. Blind Culture and Job Placement for Individuals with Vision Loss

To access required online training click on the following link:  
http://ncdetlms.oucpm.org

3. Following completion of the required training listed above, six (6) hours of new continuing education is required each year. Related areas for continuing education credit include, but are not limited to, management/leadership, behavior management, time management, conflict resolution, specific disabilities, Effective Teaching and Learning (ETL), and assistive technology. Continuing education hours can be obtained through a variety of sources including, but not limited to: University of Arkansas Currents, online training provided by Virginia Commonwealth University or other DRS recognized sources, webinars, computer based training or in-service training approved by the assigned ESS TA.

L. Contract Compliance

The ESS TA will review the Mid-Year and Annual Contract Evaluations to determine if the Contractor is meeting contract requirements and/or minimum standards. The ESS TA will send a ESS-A-035 — Contract Compliance Report to notify the Contractor of their compliance status. If a Contractor is found to be out-of-compliance, the Contractor must write a plan of correction outlining the steps to be implemented to meet contract compliance for the next six (6) months. The plan of correction will be submitted to the ESS TA within thirty (30) days of receiving the ESS-A-035 — Contract Compliance Report. The ESS TA will review contract compliance again in six (6) months. Upon review, the ESS TA will contact the Contractor to discuss their progress and determine if an updated plan of correction is required. Once the Contractor is in compliance, the ESS TA will document this in writing and no further action is required. If the Contractor fails to follow through with their plan of correction, the Contractor must meet with the ESS Unit and develop a six (6) month plan of action. The plan of action will be reviewed by the ESS Unit at the end of six (6) months. If no progress has been made at that time, the Contractor will be placed on probation, and all new referrals will be suspended. The Contractor is required to submit a monthly progress report while on probation. When the Contractor demonstrates progress toward achieving contract compliance, probation will be lifted.

M. Contract Suspension
When a Contractor is alleged to have violated ethical standards according to the Code of Professional Ethics identified in this contract and/or legal standards applicable to the treatment of individuals and claims for payments of public funds, the Contractor will be placed on temporary suspension pending the outcome of an investigation. Depending on the severity of the allegation(s) (i.e., Involving the individual(s) welfare), DRS will suspend new referrals and remove all individuals currently receiving services. For allegations not involving the welfare of the individual(s), DRS will suspend new referrals and individuals in current service status will remain with the Contractor, pending the outcome of the investigation.

If the allegation(s) involves a Contractor’s staff, DRS requires the Contractor to take immediate and appropriate action, and notify the ESS TA of action taken in writing. If appropriate action is not taken, the Contractor is subject to suspension of the contract.

In the event of a contract suspension, the DRS will send written notice transmitted via certified mail to the Contractor, and suspend the contract effective upon receipt of notice or at 5:00 PM on the 5th calendar day from the date DRS mailed the notice, whichever occurs first.

N. Incentive Payments (send to ESS TA for payment)

Special Incentives

Based on availability of DRS funds, one (1) special incentive payment may be earned per case if the following conditions are met and proper documentation is provided as described in section A or B below:

1. The Contractor may receive an incentive of five hundred dollars ($500) per individual for a one-time payment at closure, due upon successful closure by DRS Counselor, for difficult-to-serve individuals in these categories: individuals who have felony convictions, high school students who are classified by the school as severely emotionally disturbed (SED), individuals with HIV/AIDS, individuals who are legally blind, deaf with primary communication of sign language, or deaf/blind. For payment, Contractors must submit the following information to their ESS TA:
   a. ESS-A-020 — Incentive Payment Form;
   b. All CE Employment Outcome Service documentation, and;
   c. Records of any felony conviction(s) (Oklahoma convictions available at: https://okoffender.doc.ok.gov/)
   OR
   d. Documentation of eligible disability including: DRS eligibility statement, related medical or educational records, or other identifying disability documentation.

2. The Contractor may receive an incentive of five hundred dollars ($500) per individual for a one-time payment, due upon successful closure by DRS Counselor, when the individual earns more than $21.70 per hour. This amount is based on the average hourly wage for Oklahoma at the time this contract was written. For payment, Contractors must submit to their ESS TA the following:
   a. All CE Employment Outcome Service documentation, and;
   b. ESS-A-020 — Incentive Payment Form, and one of the following:
i) A wage verification letter on the employer’s letterhead which indicates a breakdown of monthly wages. The verification letter should also include a contact person and a telephone number or,

ii) A Payroll Report from the employer which documents the individual’s name, social security number, paycheck date, and breakdown of monthly payments, including a contact person and telephone number of the employer or,

iii) A Copy of the most ESS-C-237n — Current Pay Stub/Earnings Statement including the individual’s name, address, payroll period, date issued and check amount.

III. Compensation

A. Contract Amount

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor pursuant to the uniform rates for the services authorized by the Contract. Payment will be made upon receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/claims shall be sent to the DRS Counselor who authorized services for each DRS client. The DRS Counselor’s name, address, and telephone number are shown on each DRS client’s Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

C. Lapse of Invoices/Claims

Proper invoices documenting the provision of services, and/or proper claims for reimbursement of Contractor-paid travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services, and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services, and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

IV. Special Terms

A. Travel Restriction
Because this is a uniform rate contract, certain limited travel costs are calculated into the rate. For any assignment that is thirty-five (35) miles or more one way, the Contractor can be paid mileage upon request and with prior approval from the DRS.

B. National Background Checks

1. Purpose
To protect the safety of individuals while receiving DRS services, the agency requires Employment Contractors to obtain national criminal background checks for any employees, supervisors, independent contractors or agents working under a contract with DRS. The agency further requires Employment Contractors to ensure that any of their employees, supervisors, independent contractors or agents who have criminal convictions that suggest they could pose a threat to the health and safety of DRS clients will not be assigned to work under a DRS contract if such assignment would involve access to or interaction with DRS clients.

2. Authority
DRS has determined that prudent exercise of its powers, duties and responsibilities under 74 OS 166.1 et seq shall include responsible steps to protect client safety and safeguard clients from abuse or exploitation while receiving DRS employment services. As demonstrated by other state programs serving disabled children, youth and adults, such steps may include the requirement of criminal background checks for personnel engaged in direct care and services to this population.

3. Contract monitoring
The criminal background checks required by this rule shall be national in scope, and must be conducted at least once every three (3) years. Contractor shall make the criminal background checks required by Paragraph IV.G.1 available for inspection and copying by DRS personnel upon request of DRS.

V. Standard Terms

A. Equal Opportunity/Non-Discrimination

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination in Employment Act, 42 U.S.C. §6101 et seq. and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

B. Lobbying Activities

The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member
of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Debarment And Suspension

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs.

D. Drug-Free Workplace

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

E. Modification

The Contract may only be modified by mutual consent of the parties in writing.

F. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

G Access To And Retention Of Records

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine,
make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

H. Subcontracting

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

I. Compliance With State And Federal Laws

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

J. Travel

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

K. Client Confidentiality

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

L. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

M. Audit

1. Federal Funds
   Organizations that expend $750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. State Funds
Corporations both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3. **Auditor Approval and Audit Distribution**

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor’s fiscal managers and appropriate oversight bodies shall review the auditor’s latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58th Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor’s latest external quality control review report within 120 days of the Contractor’s fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

N. **Clean Air Act**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

O. **Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers’ compensation insurance.

P. **Insurance**

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to
this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

Q. Punitive Actions

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

R. Prior DRS Employment

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months.

S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25 O.S. §1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312, and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

T. Contract Jurisdiction

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

U. Severability

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.
VI. Signatures

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

Oklahoma Department of Rehabilitation Services

_____________________________  __________________________
Signature   Date   Signature  Date

Kathy Lowry, CPPB, CPO
Print Name

Manager Contracts & Purchasing
Title

Contractor

__________________________
Contact Person       Telephone

__________________________
Contractor’s Email Address
STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
EMPLOYMENT & RETENTION (ER)

This agreement, consisting of twenty-two (22) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (“DRS”) and

Contractor Business Name  
Billing/Mailing Address  
City, State Zip

(“Contractor”), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the administrative rules of the Oklahoma Department of Rehabilitation Services authorize Employment and Retention Services (ER) for eligible individuals, O.A.C. 612:10-7-186 – 188; and

WHEREAS, Employment and Retention (ER) services are intended for individuals with significant disabilities who require short-term support in preparing for, finding, obtaining and/or maintaining competitive employment; and

WHEREAS, the fees for services set forth herein have been approved as fixed rates by the Oklahoma Commission for Rehabilitation Services and the Oklahoma Department of Central Services; and

WHEREAS, this contract is awarded pursuant to the approved Oklahoma Department of Rehabilitation Services Internal Acquisition Procedures, paragraph 7.1; and

WHEREAS, this contract is awarded pursuant to 74 O.S. § 85.7.A.11.

NOW THEREFORE, the DRS and the Contractor agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2020, whichever is the latter, through June 30, 2021. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.
II. Contract Services

This section describes requirements for services to be delivered by the Contractor, rates that will be paid after the required service has been delivered and approved, outcomes that are expected to be achieved for the individuals receiving supported employment or employment and retention services and the qualifications and performance expectations for the Contractor delivering services under this Contract.

A. Definitions for Employment and Retention

Employment and Retention Services provided under the provisions of this contract must comply with the definitions as described. Some definitions below make reference to the Work Innovation and Opportunity Act (WIOA) Federal Regulations as located in the following link:

https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15980.pdf

1) Competitive, integrated employment means work that:

a. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that:

1. Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;
2. Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
3. In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
4. Is eligible for the level of benefits provided to other employees; and

b. Is at a location:

1. Typically found in the community;
2. Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire worksite, and, as appropriate to the work performed, other persons (e.g., customers and Contractors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons, and;
3. Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

2) Employee’s Work Week begins the first (1st) day of employment and includes the next six (6) days. This sequence remains constant throughout employment. If the individual is placed in another job, the work week begins the first (1st) day of the new employment.
3) **Employment Consultant (EC)** refers to a specialist who uses structured intervention techniques to help the individual learn job tasks to the employer’s specifications and learn the interpersonal skills necessary to be accepted as an employee at the job site. In addition to job site training, job coaching includes related assessment, job development, advocacy, travel training, and other services needed to maintain the employment.

4) **Employment and Retention (ER)** means short-term on-site and/or off-site support for individuals with significant disabilities, requiring assistance preparing for, obtaining, and maintaining employment. If Employment and Retention Services are used with an individual with a most significant disability, the DRS Counselor must justify in a case narrative why Employment and Retention is the most appropriate placement service rather than Supported Employment.

5) **Employment Outcome** means, with respect to an individual, entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment, as defined at 34 C.F.R. § 361.5(c)(9) (including customized employment, self-employment, telecommuting, or business ownership), or supported employment as defined at 34 C.F.R. § 361.5(c)(53), that is consistent with an individual’s unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

6) **ESS** means Employment Support Services Unit of the DRS.

7) **ESS TA** means DRS Employment Support Services Technical Assistant.

8) **Integrated setting** means:

   a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and

   b. With respect to an employment outcome, means a setting:

      1. Typically found in the community; and
      2. Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.

9) **Metro Contractor** is a Contractor whose primary service areas are Lawton, Oklahoma City, Tulsa and surrounding areas.

10) **Rural Contractor** is a Contractor whose primary service areas are not covered by the Metro definition.

11) **Temporary Employment** refers to employment which is not expected to exceed a prescribed amount of time. Temporary employees are referred to as contractual, seasonal, interim or freelance. Temporary employment is not an appropriate placement for the milestone contract.
because the placement will never result in a successful closure. Temporary employment does not include individuals working as a permanent employee for a temporary employment agency. **Temp-to-Hire Placement** is sometimes referred to as a probationary period and is utilized by an employer to evaluate the individual’s readiness to be hired for permanent full or part-time employment. This must be the employer’s only hiring practice.

B. **Service Model (Overview of Contract Objectives)**

The DRS Counselor, working with the individual and the Contractor, will designate the services to be used. An individual receiving ER services can access: the Career Exploration and Internship services using the Customized Employment (CE) contract (both ER and CE must be listed as separate services on the Individualized Plan for Employment (IPE), and the Contractor must have both contracts). Youth who are currently enrolled in high school can begin receiving services under this contract during their final year. At the time of referral, the DRS Counselor will provide the Contractor with a copy of the Eligibility Determination Form, IPE, and Personal Information Form. Once the intake appointment is scheduled, the Contractor will send an ESS-C-273- **ER Authorization Request Form** to the DRS Counselor. The DRS Counselor will authorize for the Assessment and Vocational Preparation or Placement milestones within five (5) business days. The Contractor should contact the DRS Counselor and ask for the authorization to be sent if not received within five (5) business days.

Prior to the initiation of services, the ER milestones and travel if applicable, must be pre-authorized by the DRS Counselor. **ESS-C-133 — DRS Counselor Monthly Update Form(s)** must be completed monthly and submitted to the DRS Counselor throughout the provision of the contract services. If an individual loses their job before the completion of the EM milestone, the Contractor is required to re-place the individual in another job at no cost to DRS, and continue to follow their progress and provide the training, supports, and advocate for needed job accommodations to successfully complete this milestone.

C. **Employment and Retention Services**

Employment and Retention Services are intended for individuals with significant disabilities (Priority Group 2) who require short-term on-site and/or off-site support and require assistance preparing for, obtaining, and maintaining employment. If Employment and Retention Services are used with an individual with a most significant disability (Priority Group 1), the DRS Counselor must justify in a case narrative why Employment and Retention is the most appropriate placement service rather than Supported Employment.

D. **Milestone Rates**

The milestones for this contract can only be authorized once per case per Contractor. The Contractor will only provide services if the milestone(s) has been pre-authorized by the DRS Counselor. When requesting mileage reimbursement for travel of thirty-five (35) or more miles one-way, the request must be submitted in writing and an authorization at the current state rate must be received from DRS Counselor, prior to travel. All billing must include all Required Case Documentation for Payment and should be typed or legibly written. **Payment of a milestone will constitute payment in full for all services delivered with the exception of mileage reimbursement, if applicable.**
E. Employment and Retention Milestone Descriptions

**ER AS Milestone: Assessment**

**Service Description:** The **ESS-C-273** — *ER Authorization Form* must be submitted to the DRS Counselor once the intake appointment is scheduled. An **ESS-C-277** — *Plan for Assessment* and an **ESS-C-285n** — Electronic Résumé will be developed with the individual. The Plan will use the individual’s job choice to identify two assessments to be used to verify or modify the job goal. Assessments include: **ESS-C-329** — *Comprehensive Vocational Profile*, **ESS-C-305n** — Customized Assessment (approved by DRS Counselor), In-House Situational Assessment, or a Community-Based Situational Assessment. Prior to completing the assessments, The Contractor will schedule a Team Meeting to review the **ESS-C-277** — *Plan for Assessment* with the DRS Counselor, individual and any other relevant team members. During the Team Meeting, the plan will be approved, or amended and approved if needed. The results of the Team Meeting will be documented on the **ESS-C-173** — *Team Meeting Narrative* and submitted for payment along with the approved or amended **ESS-C-277** — *Plan for Assessment*. The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. **When using other technology assisted communication, the individual must be physically present with either the DRS Counselor or Contractor.** (Such as: telephone conference calls, Zoom or Skype meetings, to allow for real-time participation by all team members.) If performing a situational assessment, the Contractor must have a copy of the DRS IPE prior to conducting the assessment to be in compliance with Department of Labor 64c08.

If a situational assessment is utilized, a Job Analysis will be completed prior to the start of the situational assessment to identify the critical components of the job. The situational assessment will be completed in an integrated work setting for a period of at least two (2) hours. **ESS-C-161** — *The Job Analysis* and **ESS-C-139** — *Situational Assessment Report* will be used to complete the **ESS-C-297** — *Compatibility Analysis*. The Contractor may choose to complete a situational assessment in their facility if it is based on an actual job which matches the individual’s vocational goal on the IPE. When an in-house situational assessment is completed, a copy of the **ESS-C-289n** — Job Description (when in-house **ESS-C-161** — *Job Analysis* is completed) must be submitted with the Required Case Documentation for Payment of the milestone. The ER AS Milestone Report will be completed in collaboration with the individual to summarize intake and assessment information. The Contractor will complete and submit all **Required Case Documentation for Payment** to DRS Counselor.

**Outcome:** The Contractor has provided sufficient information to the DRS Counselor to verify or modify the vocational goal, and to identify the supports the individual needs to become successfully employed as specified in the Individualized Plan for Employment (IPE). The Contractor has provided benefit planning information to any individual who is receiving SSA benefits, and referred the individual to a Benefits Planning Specialist if the individual, payee, or family member has requested the service.
Required Case Documentation for Payment or ER AS Milestone:

ESS-C-117 — *Travel Log and Invoice* (when travel is authorized. See D. Milestone Rates)

ESS-C-133 — *DRS Counselor Monthly Update Form(s)* or *Monthly Update e-mail(s)* (when ER AS lasts more than one (1) month from referral date.)

ESS-C-139 — *Situational Assessment Report* (when Situational Assessment is completed)

ESS-C-161 — *Job Analysis* (when Situational Assessment is completed)

ESS-C-173 — *Team Meeting Narrative*

ESS-C-273 — *ER Authorization Form*

ESS-C-285n — *Electronic Résumé (e-mail to DRS Counselor)*

ESS-C-297 — *Compatibility Analysis* (when Situational Assessment is completed)

ESS-C-289n — *Job Description* (when in-house Job Analysis is completed) (when in house Situational Assessment is completed)

ESS-C-313 — *ER Milestone Billing Form*

ESS-C-309 — *ER AS Milestone Report*

ESS-C-277 — *ER Plan for Assessment*

ESS-C-301 — *ER Post Assessment Report*

ESS-C-329 — *Comprehensive Vocational Profile* (if one of the two assessments completed)

ESS-C-305n — Copies of all assessments performed

**ER VP Milestone: Vocational Preparation (Job Club) (Optional Service)**

Vocational Preparation is intended for individuals who can tolerate and benefit from classroom training, and transfer skills learned from the educational/classroom approach to a “real world” setting. Individuals with a primary diagnosis of mental illness, physical disabilities and individuals with an acquired brain injury who have little or no recent competitive work experience are the groups traditionally (but not exclusively) served under this milestone. This service may be used only one (1) time, but at any point in the employment process.

**Service Description:** The individual will complete Job Club training, a group vocational exploration process, consisting of a minimum of **fifteen (15) hours** and conducted in a group of at least three (3), but no more than eight (8) individuals. Job Club may be conducted on an individual basis with ESS TA approval in advance. Job Club training will be provided by an EC who has completed the Job Club Train the Trainers. The Contractor will maintain a Job Club Sign-In Sheet for attendance which includes a list of the training goals achieved each day. **The Contractor will complete and submit all Required Case Documentation for Payment to DRS Counselor.**

**Outcome:** The individual has successfully completed all Job Club training goals including but not limited to:

1. Work adjustment skills and ego strength building;
2. Substantial assistance in learning how to obtain and maintain employment;
3. Clarification of strengths, interests and career choice;
4. Short-term and long-term vocational goals.

**Required Case Documentation for Payment:**

- ESS-C-117 — *Travel Log and Invoice* (when travel is authorized. See D. Milestone Rates)
- ESS-C-133 — *DRS Counselor Monthly Update Form(s)* or *Monthly Update e-mail(s)*
- ESS-C-273 — *ER Authorization Form* (if applicable)
- ESS-C-313 — *ER Milestone Billing Form*
- ESS-C-317n — Copies of summary pages from vocational interest inventories
- ESS-C-321 — *Job Club Sign-In Sheet*
- ESS-C-325 — Copy of *Certificate of Completion* issued to individual

**ER PL Milestone: Job Placement**

**Service Description:** The Contractor will prepare the individual and support them during the job placement process. **R4 begins the first (1st) day of ER Placement.** (Refer to the R4 Milestone Service Description for the required number of support visits and time required per support visit.) The Contractor may perform a Job Analysis before the first (1st) day of employment to identify needed supports and/or accommodations if they are required by the individual to be successful in employment. **Prior to the start date, the Pre-Placement Information Form will be completed and e-mailed to the DRS Counselor and ESS TA.** An individual under this contract may not become an employee of the Contractor or any business owned by the Contractor or his/her employees, unless the individual receives compensation at no less than the median hourly wage **for the region or city** based on job type and location (i.e. Enid, OK Metropolitan Statistical Area (MSA); Fort Smith, AR – OK MSA; Lawton, OK MSA; Oklahoma City, OK MSA; Tulsa, OK MSA; NE OK Balance of State Areas (BOS); NW OK BOS; SE OK BOS; or SW OK BOS), or the combination of the individual’s hourly wage and hourly health and/or wellness benefit(s) are equal to or more than the median hourly wage for the region or city based on job type and location as identified in the applicable U.S. Department of Labor/Employment and Training Administration (USDOL/ETA) website at: [https://www.onetonline.org/](https://www.onetonline.org/)

Only when the individual is hired by the Contractor, prior to the first (1st) day of work, the O*NET median hourly wage documentation for the respective region or city must be e-mailed to the DRS Counselor and ESS TA along with the Pre-Placement Information Form (the breakdown of the hourly wage and hourly health and/or wellness benefit(s) when applicable, must be documented in the comments box of the Pre-Placement Information Form). The Comprehensive Vocational Profile, a customized assessment, or Job Analysis (if completed), and the Situational Assessment Report (if completed) will be used to identify specific supports and accommodations on the Job Accommodation Form. For individuals receiving SSA benefits, the Contractor must provide the individual with a copy of the Agreement to Report SSA Earnings and the SSA Earnings Report Letter. If the individual loses their job prior to the completion of five (5) days on the job, the Contractor will submit a completed **ESS-C-181 — Termination/Re-Placement Report** to the DRS Counselor and the ESS TA at the time the contractor is notified the individual was terminated. Prior to or on the re-placement start date, the Contractor will submit an update the **ESS-C-181 — Termination/Re-Placement Report** to the DRS Counselor and ESS TA. The Contractor will complete and submit all **Required Case Documentation for Payment** to DRS Counselor.
Outcome: The individual has been employed in a job of his/her choice, and has completed five (5) working days on the job. An individual can be placed in a family business as long as the job meets the definition of competitive integrated employment. The Contractor has identified needed supports, and assisted the individual with negotiating job accommodations. The Contractor has informed the individual, payee and/or family of their responsibility to report earned income to the SSA monthly, if applicable.

Required Case Documentation for Payment:

ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)
ESS-C-133 — DRS Counselor Monthly Update Form(s)
ESS-C-157 — Prior to start date, Pre-Placement Information Form (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-161 — Job Analysis (completed before first (1st) day of work, only when EC is requested onsite by individual)
ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-185 — Job Accommodation Form
ESS-C-189 — Agreement to Report SSA Earnings (if SSA Recipient)
ESS-C-193 — SSA Earnings Report Letter (if SSA Recipient)
ESS-C-213n — Prior to start date, when hired by the Contractor, O*NET median hourly wage documentation for the region or city where the job is located. (e-mail to the DRS Counselor and Cc ESS TA)
ESS-C-273 — ER Authorization Form (for ER EM)
ESS-C-313 — ER Milestone Billing Form
ESS-C-333 — ER PL Milestone Report

ER R4 Milestone: Four Weeks Job Support -Retention – (4) weeks (Optional)

Service Description: The Contractor will provide two (2) or more onsite and/or offsite supports and training each week during the first (1st) two (2) weeks and at least one (1) or more onsite and/or offsite supports each week during the second (2nd) two (2) week period. The Contractor will provide or arrange for implementation of supports and identify them on the ER R4 Milestone Report. Any changes to specific supports and accommodations previously identified should be updated on the Job Accommodation Form. If the individual loses their job, the Contractor will submit a completed Termination/Re-Placement Report to the DRS Counselor and ESS TA at the time the individual is terminated. Prior to the re-placement start date, the Contractor will submit the updated Termination/Re-Placement Report to the DRS Counselor and ESS TA. The Contractor will complete and submit all Required Case Documentation for Payment to DRS Counselor.

Outcome: The individual has worked successfully for a minimum of four (4) weeks, beginning with the first (1st) day of employment and has received all appropriate services.
Required Case Documentation for Payment:

ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)

ESS-C-133 — DRS Counselor Monthly Update Form(s)

ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-185 — Job Accommodation Form (if applicable)

ESS-C-225 — Record of Hours Worked (document work related contacts and supports provided).

ESS-C-233 — Employer Verification Form (Signed by Employer, if obtained)

ESS-C-237n — Current Paystub/Earnings Statement

ESS-C-273 — ER Authorization Form (if applicable)

ESS-C-313 — ER Milestone Billing Form

ESS-C-337 — ER R4 Milestone Report

**ER EM Milestone: Successful Employment (additional ninety (90) calendar days)**

**Service Description:** The Contractor will provide a minimum of two (2) onsite and/or offsite supports each month during the first (1st) two (2) months, and at least one (1) time during the final month to ensure satisfaction and job retention. If the individual loses their job, upon notification of termination, the Contractor will submit the ESS-C-181 — Termination/Re-Placement Report. Prior to or on the re-placement start date, the Contractor will submit the updated above ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and Cc the ESS TA. The Contractor will complete and submit all Required Case Documentation for Payment to DRS Counselor.

**Outcome:** The individual has been employed in a permanent job and has worked a minimum of ninety (90) calendar days beyond completion of the R4 Milestone or ninety (90) calendar days beginning with their first day on the job when the R4 Milestone is not used. The Contractor has provided all appropriate training and support services. The individual is satisfied with the job.

**Required Case Documentation for Payment:**

ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)

ESS-C-133 — DRS Counselor Monthly Update Form(s)

ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-225 — Record of Hours Worked (document work-related contacts, supports provided, and employer contacts)

ESS-C-233 — Employer Verification Form (Signed by Employer, if obtained)
F. Payment Guidelines for Temp-to-Hire Positions:

When the individual is placed in a temp-to-hire position as described in the definition, the Contractor will be paid for the milestones as follows:

**ER Services (See Services Descriptions above)**

- **ER AS Milestone** will be paid prior to the temp-to-hire placement
- **ER PL Milestone** will be paid after the individual has completed five (5) working days in the temp-to-hire position
- **ER R4 Milestone** will be paid to support the individual after the completion of the first four (4) weeks in the temp-to-hire position
- **ER EM Milestone** will be paid ninety (90) calendar days after the individual has been hired as a permanent employee and all requirements of the EM Milestone have been met

G. Payment Guidelines for On-the-Job Training (OJT) Positions:

OJT can be utilized with ER. The OJT contract may be used when an individual lacks specific job skills to find employment matching the client’s vocational goal. In some cases the Contractor may find an employer who is offering a position matching the individual’s goal and the employer is willing to provide the individual with on-the-job-training necessary to secure a permanent position with the employer. The employer must sign an OJT contract with the DRS Counselor. When the individual is placed in an OJT position as described in the definition, a Contractor will be paid for the ER milestones as follows:

- **ER AS Milestone** will be paid prior to OJT
- **ER PL Milestone** will be paid after the individual has completed five (5) working days as a permanent employee
- **ER R4 Milestone** will be paid four (4) weeks after the individual has been hired as a permanent employee
- **ER EM Milestone** will be paid ninety (90) calendar days after the completion of the ER R4 Milestone as a permanent employee and all requirements of the EM Milestone have been met

H. Adjusting Milestone Payments

In some cases an individual is determined eligible and is placed in Priority Group Two (2) and ER milestones are authorized and paid to the Contractor. Later, the DRS Counselor reevaluates the individual or the Contractor provides written documentation justifying the individual has more support needs than originally identified. The individual's eligibility is updated to **Priority Group One (1)**, and moved to **SE Contract** for continued services. **The DRS Counselor will pay the remaining SE**
milestones through closure. The DRS Counselor will authorize and pay the difference between ER and SE milestone rates for previously paid ER milestones.

To qualify for a rate adjustment, the individual’s case must be open and active (no closed cases). The Contractor will notify the ESS TA to request the rate adjustment and provide the qualifying individual’s name and DRS Counselor.

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<th>SE Milestone Amount</th>
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I. Minimum Contract Standards for ER

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<th>All ER Contractors</th>
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<tr>
<td>Average wages at closure</td>
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<td>Average hours worked per week at closure</td>
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<tr>
<td>Assessment to placement percentage*</td>
</tr>
</tbody>
</table>

*Number of placements divided by number of assessments

J. Code of Professional Ethics

All Contractors and all employees of the Contractors are required to abide by the six (6) principles of ethical behavior as listed below and outlined in the Commission on Rehabilitation Counselor Certification (CRCC) Code of Professional Ethics located at the following link:

https://www.crccertification.com/code-of-ethics-4

1) Autonomy: To respect the rights of clients to be self-governing within their social and cultural framework.
2) Beneficence: To do good to others; to promote the well-being of clients.
3) Fidelity: To be faithful; to keep promises and honor the trust placed in them.
4) Justice: To be fair in the treatment of all clients; to provide appropriate services to all.
5) Nonmaleficence: To do no harm to others.
6) Veracity: To be honest.

K. Required Reporting
1. **Contractor Reporting:** Contractors are required to report to the ESS TA when they are aware of a milestone being omitted or cancelled, when individuals change Contractors in the middle of the program, or the name of the Contractor’s company is not included on the list of available Contractors in their area.

2. **Monthly update to DRS Counselors:** The EC will send the required **ESS-C-133 — DRS Counselor Monthly Update Form** to the DRS Counselor **each month** summarizing the individual’s current status including: activity, progress, problems or additional support needs.

3. **Mid-Year Reporting:** The Contractor is required to report their mid-year statistics related to the minimum contract standards for ER on the **ESS-A-010 — Contract Evaluation**, and submit a current copy of the **ESS-A-005 — Contractor Staff and Training Form** by January 31st.

4. **Annual Reporting:** The Contractor is required to report their annual statistics related to meeting the minimum contract standards for ER on the **ESS-A-010 — Contract Evaluation** by July 31st.

5. **Staff Reporting:** When any staff **changes** occur, Contractors must notify their ESS TA on the **ESS-A-005 — Contractor Staff and Training Form**. **New staff must have completed national background check before their start date.** (For the National Background Check, only the completion date is reported on the form. **Do NOT** send the actual report. Retain a copy of the national background check on file for audit purposes)

6. **Occasional Reporting:** The Contractor is required to provide additional information as needed and requested by their ESS TA. The Contractor is required to make their case records available for audit at any time at the request of the ESS Unit. A DRS Counselor may be included in the audit process.

**L. Contractor Qualifications**

**All Contractors**

Contractors may include a public, private non-profit or private for-profit entity. Contractors must designate a Project Director and employ a minimum number of staff. **The minimum staff requirement to utilize this contract is one (1) Full Time Employee (FTE).** A Contractor may not accept referrals unless the Project Director has successfully completed DRS Employment Consultant Training, and received a certificate. Job Club Trainers must complete Job Club Trainer training offered by University of Oklahoma prior to delivering Job Club sessions.

Contractors are required to submit an **ESS-A-001 — ESS Contracts Information Form** by e-mail to their **ESS TA**, to provide or update information and request contract(s) for the current or next fiscal year. **If not renewing for the next fiscal year, notify your ESS TA in writing.**

Contractors are required to submit a completed Contract, and a Non-Collusion Certificate (OMES-CP-004SA) using the Adobe Document Cloud e-Sign process.

Contractors must submit a completed/updated **ESS-A-005 — Contractor Staff and Training Form**, along with new training certificates for all training completed, **when staff changes occur**, with the Mid-Year Contract Evaluation, and when processing contracts each fiscal year.
When a staff member of one Contractor goes to work for another Contractor, that staff member cannot continue to provide services to the individuals they were serving with the initial Contractor.

Contractors serving as the assigned SSA Employment Network (EN) and providing services to individuals with a ticket to work are ineligible to provide services against this contract. Please contact Maximus at 866-968-7842 to bill for reimbursement for services through SSA.

To cancel contract, see section V. Standard Terms, Subsection F. Cancellation of this contract.

New Contractors

The new Contractor and/or Project Director verifies at the start of their contract period s/he was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months. The New Contractor and/or Project Director must submit a copy of their current résumé. In addition to a twelve (12) month budget, all new Contractors must submit evidence of financial solvency documenting liquid assets or lines of credit of at least fifty thousand dollars ($50,000) for Metro Contractors or twenty-five thousand dollars ($25,000) for Rural Contractors. New Contractors must also submit a W-9. New Contractors must submit all required documentation no later than March 31st to initiate a contract and provide services during the current fiscal year.

M. Staff Qualifications

1. Employment and Retention Project Directors: Project Directors working under this contract must be certified by completing the DRS Employment Consultant Training course as provided by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET), prior to initiation of the contract. Project Directors are required to complete all additional training required for ECs. They must also attend required Project Directors’ meetings as scheduled by the ESS Unit. Advanced notice to the ESS TA is required for an excused absence.

2. EC: The minimum salary paid to an EC providing services under this contract shall be no less than twenty thousand dollars ($20,000) per year. Contractors must utilize the Contractor Staff and Training Form to indicate training received by each EC working under this contract at the start of the contract year, and with the mid-year report on January 31st. Within six (6) months of their hire date, the EC must be certified by completing the DRS Employment Consultant Training course as provided by OU-NCDET.

An EC delivering services must also successfully complete the additional training courses described below within twelve (12) months of their hire date. The required training listed below is provided by OU-NCDET.

a. Social Security Work Incentives
b. Effective Training at Work (online training)
c. Job Development/Marketing
d. Job Club Train the Trainer Training (required if EC is conducting Job Clubs)
e. Introduction to Positive Behavior Supports in the Workplace (online training-prerequisite for Positive Behavior Supports in the Workplace)
f. Positive Behavior Supports in the Workplace
g. Instructional Supports
h. Blind Culture and Job Placement for Individuals with Vision Loss

To access required online training click on the following link:

http://ncdetlms.oucpm.org

Following completion of the required training listed above, six (6) hours of new continuing education is required each year. Related areas for continuing education credit include, but are not limited to, management/leadership, behavior management, time management, conflict resolution, specific disabilities, Effective Teaching and Learning (ETL), and assistive technology. Continuing education hours can be obtained through a variety of sources including, but not limited to: University of Arkansas CRP Currents, on-line training provided by Virginia Commonwealth University or other DRS recognized sources, webinars, computer based training or in-service training approved by the assigned ESS TA.

N. Contract Compliance

The ESS TA will review the Mid-Year and Annual Contractor Evaluations to determine if the Contractor is meeting contract requirements and/or minimum standards. The ESS TA will send an ESS-A-035 — Contract Compliance Report to notify the Contractor of their compliance status. If a Contractor is found to be out-of-compliance, the Contractor must write a plan of correction outlining the steps to be implemented to meet contract compliance for the next six (6) months. The plan of correction will be submitted to the ESS TA within thirty (30) days of receiving the ESS-A-035 — Contract Compliance Report. The ESS TA will review contract compliance again in six (6) months. Upon review, the ESS TA will contact the Contractor to discuss their progress and determine if an updated plan of correction is required. Once the Contractor is in compliance, the ESS TA will document this in writing and no further action is required. If the Contractor fails to follow through with their plan of correction, the Contractor must meet with the ESS Unit and develop a six (6) month plan of action. The plan of action will be reviewed by the ESS Unit at the end of six (6) months. If no progress has been made at that time, the Contractor will be placed on probation, and all new referrals will be suspended. The Contractor is required to submit a monthly progress report while on probation. When the Contractor demonstrates progress toward achieving contract compliance, probation will be lifted.

O. Contract Suspension

When a Contractor is alleged to have violated ethical standards according to the Code of Professional Ethics identified in this contract and/or legal standards applicable to the treatment of individuals and claims for payments of public funds, the Contractor will be placed on temporary suspension pending the outcome of an investigation. Depending on the severity of the allegation(s) (i.e. Involving the individual(s) welfare), DRS will suspend new referrals and remove all individuals currently receiving services. For allegations not involving the welfare of the individual(s), DRS will suspend new referrals and individuals in current service status will remain with the Contractor, pending the outcome of the investigation.

If the allegation(s) involves a Contractor’s staff, DRS requires the Contractor to take immediate and appropriate action, and notify the ESS TA of action taken in writing. If appropriate action is not taken, the Contractor is subject to suspension of the contract.
In the event of a contract suspension, the DRS will send written notice transmitted via certified mail to the Contractor, and suspend the contract effective upon receipt of notice or at 5:00 PM on the fifth (5th) calendar day from the date DRS mailed the notice, whichever occurs first.

P. Incentive Payments (send to ESS TA for payment)

Special Incentives

Based on availability of DRS funds, one (1) special incentive payment may be earned per case if the following conditions are met and proper documentation is provided as described in section one (1) or two (2) below:

1. The Contractor may receive an incentive of five hundred dollars ($500) per individual for a one (1) time payment at closure, due upon successful closure by DRS Counselor, for difficult-to-serve individuals in these categories: individuals who have felony convictions, high school students who are classified by the school as severely emotionally disturbed (SED), individuals with HIV/AIDS, individuals who are legally blind, deaf with primary communication of sign language, or deaf/blind. For payment, Contractors must submit the following information to their ESS TA:
   a. ESS-A-020 — Incentive Payment Form;
   b. All EM milestone documentation, and;
   c. Records of any felony conviction(s) (Oklahoma convictions available at: https://okoffender.doc.ok.gov
   OR
   d. Documentation of eligible disability including: DRS eligibility statement, related medical information or educational records or other identifying disability documentation.

2. The Contractor may receive an incentive of five hundred dollars ($500) per individual for a one (1) time payment, due upon successful closure by DRS Counselor, when the individual earns more than $21.70 per hour. This amount is based on the average hourly wage for Oklahoma at the time this contract was written. For payment, Contractors must submit to their ESS TA the following:
   a. ESS-A-020 — Incentive Payment Form, and;
   b. All EM milestone documentation to their ESS TA along with one of the following:
      i. A wage verification letter on the employer’s letterhead which indicates a breakdown of monthly wages. The verification letter should also include a contact person and a telephone number or,
      ii. A Payroll Report from the employer which documents the individual’s name, social security number, paycheck date, and breakdown of monthly payments, including a contact person and telephone number of the employer or,
      iii. A Copy of the most current paystub/earnings statement including the individual’s name, address, payroll period, date issued and check amount.
III. Compensation

A. Contract Amount

The DRS shall pay the Contractor pursuant to the approved fixed rates for the services authorized by the Contract. Payment will be made upon receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.
B. Payment

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/claims shall be sent to the DRS Counselor who authorized services for each DRS client. The DRS Counselor’s name, address, and telephone number are shown on each DRS client’s Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

C. Lapse of Invoices/Claims

Proper invoices documenting the provision of services, and/or proper claims for reimbursement of Contractor-paid travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services, and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services, and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

IV. Special Terms

A. Travel Restriction

Because this is a fixed rate contract, certain limited travel costs are calculated into the rate. For any assignment that is thirty-five (35) miles or more one way, the Contractor can be paid mileage upon request and with prior approval from the DRS.

B. National Background Checks

1. Purpose
To protect the safety of individuals while receiving DRS services, the agency requires Employment Contractors to obtain national criminal background checks for any employees, supervisors, independent contractors or agents working under a contract with DRS. The agency further requires Employment Contractors to ensure that any of their employees, supervisors, independent contractors or agents who have criminal convictions that suggest they could pose a threat to the health and safety of DRS clients will not be assigned to work under a DRS contract if such assignment would involve access to or interaction with DRS clients.

2. Authority
DRS has determined that prudent exercise of its powers, duties and responsibilities under 74 OS 166.1 et seq shall include responsible steps to protect client safety and safeguard clients from abuse or exploitation while receiving DRS employment services. As demonstrated by other state programs serving disabled children, youth and adults, such steps may include the requirement of criminal background checks for personnel engaged in direct care and services to this population.
3. **Contract monitoring**

The criminal background checks required by this rule shall be national in scope and must be conducted at least once every three (3) years. Contractor shall make the criminal background checks required by Paragraph IV.G.1 available for inspection and copying by DRS personnel upon request of DRS.

V. **Standard Term**

A. **Equal Opportunity/Non-Discrimination**

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination in Employment Act, 42 U.S.C. §6101 et seq. and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

B. **Lobbying Activities**

The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. **Debarment And Suspension**

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs.

D. **Drug-Free Workplace**

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

E. **Modification**

The Contract may only be modified by mutual consent of the parties in writing.
F. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

G. Access To And Retention Of Records

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

H. Subcontracting

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

I. Compliance With State And Federal Laws

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

J. Travel

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.
K. Client Confidentiality

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

L. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

M. Audit

1. Federal Funds
   Organizations that expend $750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. State Funds
   Corporations both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3. Auditor Approval and Audit Distribution
   The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor’s fiscal managers and appropriate oversight bodies shall review the auditor’s latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

   The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58th Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor’s latest external quality control review report within 120 days of the Contractor’s fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

N. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to
the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

O. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers' compensation insurance.

P. Insurance

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

Q. Punitive Actions

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

R. Prior DRS Employment

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months.

S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25 O.S. §1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312, and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

T. Contract Jurisdiction
The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

U. Severability

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.
### VI. Signatures

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

**Oklahoma Department of Rehabilitation Services**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Kathy Lowry, CPPB, CPO</td>
<td>Print Name</td>
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<td>Print Name</td>
<td>Date</td>
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**Contractor**

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<td>Print Name</td>
<td>Title</td>
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**Manager Contracts & Purchasing**

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<tr>
<th>Contact Person</th>
<th>Telephone</th>
<th>Contractor’s Email Address</th>
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</thead>
</table>
This agreement, consisting of fifteen (15) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (“DRS”) and

Contractor Business name
Billing/Mailing Address
City, State, Zip

(“Contractor”), and constitutes the entire agreement between DRS and Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the Department of Rehabilitation Services desires to purchase employment support services for individuals with severe disabilities; and

WHEREAS, this contract is awarded pursuant to the approved Oklahoma Department of Rehabilitation Services Internal Acquisition Procedures, paragraph 7.1; and

WHEREAS, this contract is awarded pursuant to 74 O.S. § 85.7.A.11.

NOW THEREFORE, DRS and Contractor agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2020, whichever is the latter, through June 30, 2021. The Contract may be renewed for two additional one-year periods upon written agreement of DRS and Contractor.

II. Contract Services

This section describes requirements for services to be delivered by the Contractor, rates that will be paid after the required service has been delivered and approved, outcomes that are expected to be achieved for the individuals receiving employment supports, and qualifications and performance expectations for Contractors delivering services under this Contract.
A. Definitions for Employment Support Services

Employment Support Services provided under the provisions of this contract must comply with the definitions as described. Some definitions below make reference to the Work Innovation and Opportunity Act (WIOA) Federal Regulations as located in the following link:

https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15980.pdf

1) Competitive, integrated employment means work that:

   a. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that:

      1. Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;
      2. Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
      3. In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
      4. Is eligible for the level of benefits provided to other employees; and

   b. Is at a location:

      1. Typically found in the community; and
      2. Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire worksite, and, as appropriate to the work performed, other persons (e.g., customers and Contractors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and

   c. Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions

2) Employment Consultant (EC) refers to a specialist who uses structured intervention techniques to help the individual learn job tasks to the employer’s specifications and learn the interpersonal skills necessary to be accepted as an employee at the job site. In addition to job site training, job coaching includes related assessment, job development, advocacy, travel training, and other services needed to maintain the employment.

3) ESS means Employment Support Services Unit of the DRS.
4) ESS TA means DRS Employment Support Services Technical Assistant
5) Integrated setting means:
a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and

b. With respect to an employment outcome, means a setting:

1. Typically found in the community; and
2. Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.

6) Metro Contractor is a Contractor whose primary service areas are Lawton, Oklahoma City, Tulsa and surrounding areas.

7) Rural Contractor is a Contractor whose primary service areas are not covered by the Metro definition.

8) Support Services for Employment means employment based training necessary to obtain or maintain employment.

B. Service Model (Overview of Contract Objectives)

These services are intended for individuals who require additional supports to manage disability related problems or barriers that limit their ability to achieve competitive, integrated employment. The Employment Support Assessment is the only service that can be utilized to evaluate the support needs of individuals on a Trial Work Plan. At the time of referral, the DRS Counselor will provide the Contractor with a copy of the ESS-C-349 — ESS Assessment Referral, Eligibility Determination Form, Individualized Plan for Employment (IPE) or Trial Work Plan, Personal Information Form, and Authorization. This contract is open to individuals in all priority groups. The DRS Counselor, working with the individual and the Contractor, will designate the services to be used. The Contractor will only provide services if the service has been pre-authorized by the DRS Counselor. A ESS-C-133 — DRS Counselor Monthly Update Form must be completed monthly and submitted to the DRS Counselor throughout the provision of the contract services.

When requesting mileage reimbursement for travel of thirty-five (35) or more miles one-way, the request must be submitted in writing; an authorization at the current state rate by DRS Counselor, must be received prior to travel. The billing must include all required case documentation for payment and should be typed or legibly written. Payment of a service will constitute payment in full for all services delivered with the exception of the mileage reimbursement, if appropriate.

C. Employment Support Assessment

Service Description: Based on the DRS Counselor’s ESS-C-349 — ESS Assessment Referral, the Contractor will complete the requested assessment(s) and summarize the results on the ESS-C-353-
9 — *ESS Assessment Summary*. The assessments will be completed in a maximum of five (5) hours (excluding travel time), to include a minimum of three (3) hours of direct contact in the individual’s home or community environment. **The Contractor will complete and submit all Required Case Documentation for Payment for Employment Support Assessment** to DRS Counselor.

**Outcome:** An assessment of the individual’s level of independence and support needs has been completed for use by the individual and DRS Counselor to identify needed services and supports.

**Rates for Employment Support Assessment**

Sixty dollars ($60.00) per hour or fifteen dollars ($15.00) per fifteen (15) minute increment (Five (5) hour maximum with a minimum of three (3) hours of direct individual contact)

If additional hours are needed, they **require approval** by the DRS Program Manager.

**Required Case Documentation for Payment for Employment Support Assessment:**

- ESS-C-117 — *Travel Log and Invoice* (when travel is authorized, See B. Service Model-Overview of Contract Objectives)
- ESS-C-133 — *DRS Counselor Monthly Update Form(s)*
- ESS-C-345 — *ESS Billing Form*
- ESS-C-349 — *ESS Assessment Referral*
- ESS-C-353-(1-8) — Copies of all ESS Assessment(s) completed as requested on the **ESS-C-349**
- ESS-C-353-9 — *ESS Assessment Summary*

**D. Support Services for Employment**

**Service Description:** The Contractor and the individual identify the work and community skills to be provided on the **ESS-C-357 — ESS Training Support Plan**. The Contractor will email the **ESS-C-357 — ESS Training Support Plan** to the DRS Counselor for approval prior to initiating services. If the DRS Counselor does not respond to the email within three (3) working days the Contractor may proceed in providing the services. Services may **include, but are not limited to** training in the following areas: accessing public transportation, securing transportation, assisting individuals in obtaining the information/items necessary to meet the requirements for an I-9, negotiating worksite and/or training facility modifications/accommodations (if not receiving services under another employment contract), navigation in a new environment such as a college campus, advocacy/assertive skills to develop their independence in employment situations, choosing and caring for appropriate work clothing, banking skills, assisting the individual to obtain a food handler’s card (if needed), and training in the management of personal assistant services. **This service can also be authorized for job retention when the above-mentioned services are needed to retain employment.**

This service **cannot** be used to provide the individual with **transportation** or assistance to or from appointments, the worksite, or college campus. It is not to be used in place of public transportation or when the individual has circumstances that arise that prevent self-transportation. **This service is for providing work and community skills training only.** Training results will be summarized on the **ESS-C-365 — ESS Training Support Summary** and submitted for payment with the **ESS-C-345** —
**ESS Billing Form.** The Contractor will complete and submit all Required Case Documentation for Payment for Support Services for Employment to DRS Counselor.

**Outcome:** An individual has learned the necessary work and community skills needed to enter and/or maintain competitive, integrated employment.

**Rate: Support Services for Employment:**

Sixty dollars ($60.00) per hour or fifteen dollars ($15.00) per fifteen (15) minute increment

(Maximum of ten (10) hours) Additional hours may be approved by the DRS Program Manager if needed.

Required Case Documentation for Payment for Support Services for Employment:

- **ESS-C-117** — *Travel Log and Invoice* (when travel is authorized, See B. Service Model-Overview of Contract Objectives)
- **ESS-C-133** — *DRS Counselor Monthly Update Form(s)*
- **ESS-C-345** — *ESS Billing Form*
- **ESS-C-357** — *ESS Training Support Plan*
- **ESS-C-358n** — Copy of e-mail to DRS Counselor of ESS Training Support Plan retained in case file.
- **ESS-C-361n** — DRS Counselor Approval ESS Training Support Plan
- **ESS-C-365** — *ESS Training Support Summary*

**E. Code of Professional Ethics**

All Contractors and all employees of the Contractors are required to abide by the six (6) principles of ethical behavior as listed below and outlined in the Commission on Rehabilitation Counselor Certification (CRCC) Code of Professional Ethics located at the following link:


1) **Autonomy:** To respect the rights of clients to be self-governing within their social and cultural framework.
2) **Beneficence:** To do good to others; to promote the well-being of clients.
3) **Fidelity:** To be faithful; to keep promises and honor the trust placed in them.
4) **Justice:** To be fair in the treatment of all clients; to provide appropriate services to all.
5) **Nonmaleficence:** To do no harm to others.
6) **Veracity:** To be honest.

**F. Required Reporting**

1. **Contractor Reporting:** Contractors are required to report to the ESS TA when they are aware of a service that has been cancelled, when individuals change Contractors in the middle of the program or the name of the Contractor’s company is not included on the list of available Contractors in their area.
2. Monthly update to DRS Counselors: The EC will send the ESS-C-133 — DRS Counselor Monthly Update Form or an e-mail with the subject heading, “Monthly Update”, to the DRS Counselor each month summarizing the individual’s current status including: activity, progress, problems or additional support needs.

3. Mid-Year Reporting: The Contractor is required to report the number of individuals who completed assessment and services on the mid-year ESS-A-010 — Contractor Evaluation, and submit a current copy of the ESS-A-005 — Contractor Staff and Training Form by January 31st.

4. Annual Reporting: The Contractor is required to report the number of individuals who completed assessment and services on the annual ESS-A-010 — Contractor Evaluation by July 31st.

5. Staff Reporting: When any staff changes occur, Contractors must notify their ESS TA using the ESS-A-005 — Contractor Staff and Training Form. New staff must have completed a national background check before their start date. (For the national background check, only the completion date is reported on the form. Do NOT send the actual report. Retain a copy of the national background check on file for audit purposes).

6. Occasional Reporting: The Contractor is required to provide additional information as needed and requested by their ESS TA. The Contractor is required to make their case records available for audit at any time at the request of the ESS Unit. A DRS Counselor may be included in the audit process.

G. Contractor Qualifications

All Contractors

Contractors may include a public, private non-profit or private for-profit entity. Contractors must designate a Project Director to supervise or provide employment support services. The minimum staff requirement to utilize this contract is one (1) Full Time Employee (FTE). A Contractor may not accept referrals unless the Project Director has successfully completed DRS Employment Consultant Training and received a certificate.

Contractors are required to submit an ESS-A-001 — ESS Contracts Information Form by e-mail to their ESS TA, to provide or update information and request the contract(s) for the current or next fiscal year. If not renewing for the next fiscal year, notify your ESS TA in writing.

Contractors are required to complete the requested Contract(s), and Non-Collusion Certificate(s) (OMES-CP-004SA) using the Adobe Document Cloud e-Sign process.

Contractors must submit a completed/updated ESS-A-005 — Contractor Staff and Training Form, along with new training certificates for all training completed, when staff changes occur, with the mid-year ESS-A-010 — Contract Evaluation, and when processing contracts each fiscal year.

When a staff member of one Contractor goes to work for another Contractor, that staff member cannot continue to provide services to the individuals they were serving with the initial Contractor.
Contractors serving as the assigned SSA Employment Network (EN) and providing services to individuals with a ticket to work are ineligible to provide services against this contract. Please contact Maximus at 866-968-7842 to bill for reimbursement for services through SSA.

To cancel contract, see section V. Standard Terms, Subsection F. Cancellation of this contract.

New Contractors

The new Contractor and/or Project Director verifies at the start of their contract period s/he was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months. The new Contractor and/or Project Director must submit a copy of their current résumé. In addition to a twelve (12) month budget, all new Contractors must submit evidence of financial solvency documenting liquid assets or lines of credit of at least fifty thousand dollars ($50,000) for Metro Contractors or twenty-five thousand dollars ($25,000) for Rural Contractors. New Contractors must also submit a W-9. New Contractors must submit all required documentation no later than March 31st to initiate a contract and provide services during the current fiscal year.

H. Staff Qualifications

1. Employment Supports Project Directors: Project Directors working under this contract must be certified by completing the DRS Employment Consultant (EC) Training course as provided by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET), prior to initiation of the contract. Project Directors are required to complete all additional training required for ECs. They must also attend required Project Directors’ meetings as scheduled by the ESS Unit. Advanced notice to the ESS TA is required for an excused absence.

2. EC: The minimum salary paid to an EC providing services under this contract shall be no less than twenty thousand dollars ($20,000) per year. Contractors must utilize the Contractor Staff and Training Form to indicate training received by each EC working under this contract at the start of the contract year and with the mid-year evaluation on January 31st. Within six (6) months of their hire date, the EC must be certified by completing the DRS Employment Consultant Training course as provided by OU-NCDET.

An EC delivering services must also successfully complete the additional training courses described below within twelve (12) months of their hire date. The required training listed below is provided by OU-NCDET.

   a. Social Security Work Incentives
   b. Effective Training at Work (online training)
   c. Job Development/Marketing
   d. Job Club Train the Trainer Training (required if EC is conducting Job Clubs)
   e. Introduction to Positive Behavior Supports in the Workplace (online training – prerequisite for Positive Behavior Supports in the Workplace)
   f. Positive Behavior Supports in the Workplace
   g. Instructional Supports
   h. Blind Culture and Job Placement for Individuals with Vision Loss

To access required online training click on the following link:
Following completion of the required training listed above, six (6) hours of new continuing education is required each year. Related areas for continuing education credit include, but are not limited to, management/leadership, behavior management, time management, conflict resolution, specific disabilities, Effective Teaching and Learning (ETL), and assistive technology. Continuing education hours can be obtained through a variety of sources including, but not limited to: University of Arkansas CRP Currents, on-line training provided by Virginia Commonwealth University or other DRS recognized sources, webinars, computer based training or in-service training approved by the assigned ESS TA.

I. Contract Compliance

The ESS TA will review the Mid-Year and Annual Contractor Evaluations to determine if the Contractor is meeting contract requirements and/or minimum standards. The ESS TA will send a Contract Compliance Review to notify the Contractor of their compliance status. If a Contractor is found to be out-of-compliance, the Contractor must write a plan of correction outlining the steps to be implemented to meet contract compliance for the next six (6) months. The plan of correction will be submitted to the ESS TA within thirty (30) days of receiving the Contract Compliance Review. The ESS TA will review contract compliance again in six (6) months. Upon review, the ESS TA will contact the Contractor to discuss their progress and determine if an updated plan of correction is required. Once the Contractor is in compliance, the ESS TA will document this in writing and no further action is required. If the Contractor fails to follow through with their plan of correction, the Contractor must meet with the ESS Unit and develop a six (6) month plan of action. The plan of action will be reviewed by the ESS Unit at the end of six (6) months. If no progress has been made at that time, the Contractor will be placed on probation, and all new referrals will be suspended. The Contractor is required to submit a monthly progress report while on probation. When the Contractor demonstrates progress toward achieving contract compliance, probation will be lifted.

J. Contract Suspension

When a Contractor is alleged to have violated ethical standards according to the Code of Professional Ethics identified in this contract and/or legal standards applicable to the treatment of individuals and claims for payment of public funds, the Contractor will be placed on temporary suspension pending the outcome of an investigation. Depending on the severity of the allegation(s) (i.e. involving the individual(s) welfare), DRS will suspend new referrals and remove all individuals currently receiving services. For allegations not involving the welfare of the individual(s), DRS will suspend new referrals and individuals in current service status will remain with the Contractor, pending the outcome of the investigation.

If the allegation(s) involves a Contractor’s staff, DRS requires the Contractor to take immediate and appropriate action, and notify the ESS TA of action taken in writing. If appropriate action is not taken, the Contractor is subject to suspension of the contract.

In the event of a contract suspension, the DRS will send written notice transmitted via certified mail to the Contractor, and suspend the contract effective upon receipt of notice or at 5:00 PM on the fifth (5th) calendar day from the date DRS mailed the notice, whichever occurs first.

III. Compensation
A. Contract Amount

The DRS shall pay the Contractor pursuant to the approved fixed rates for the services authorized by the Contract. Payment will be made upon receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/claims shall be sent to the DRS Counselor who authorized services for each DRS client. The DRS Counselor’s name, address, and telephone number are shown on each DRS client’s Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

C. Lapse of Invoices/Claims

Proper invoices documenting the provision of services, and/or proper claims for reimbursement of Contractor-paid travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services, and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services, and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

IV. Special Terms

A. Travel Restriction

Because this is a fixed rate contract, certain limited travel costs are calculated into the rate. For any assignment that is thirty-five (35) miles or more one way, the Contractor can be paid mileage upon request and with prior approval from the DRS.

B. National Background Checks

1. Purpose

To protect the safety of individuals while receiving DRS services, the agency requires Employment Contractors to obtain national criminal background checks for any employees, supervisors, independent contractors or agents working under a contract with DRS. The agency further requires Employment Contractors to ensure that any of their employees, supervisors, independent contractors or agents who have criminal convictions that suggest they could pose a threat to the health and safety of DRS clients will not be assigned to work under a DRS contract if such assignment would involve access to or interaction with DRS clients.
2. Authority
DRS has determined that prudent exercise of its powers, duties and responsibilities under 74 OS 166.1 et seq shall include responsible steps to protect client safety and safeguard clients from abuse or exploitation while receiving DRS employment services. As demonstrated by other state programs serving disabled children, youth and adults, such steps may include the requirement of criminal background checks for personnel engaged in direct care and services to this population.

3. Contract monitoring
The criminal background checks required by this rule shall be national in scope and must be conducted at least once every three (3) years. Contractor shall make the criminal background checks required by Paragraph IV.F.1 available for inspection and copying by DRS personnel upon request of DRS.

V. Standard Terms
A. Equal Opportunity/Non-Discrimination
The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination in Employment Act, 42 U.S.C. §6101 et seq., and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

B. Lobbying Activities
The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. Debarment And Suspension
In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs.
D. Drug-Free Workplace

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

E. Modification

The Contract may only be modified by mutual consent of the parties in writing.

F. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

G. Access To And Retention Of Records

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

H. Subcontracting

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

I. Compliance With State And Federal Laws

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

J. Travel
The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

K. Client Confidentiality

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

L. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

M. Audit

1. Federal Funds
   Organizations that expend $750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. State Funds
   Corporations both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3. Auditor Approval and Audit Distribution
   The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor’s fiscal managers and appropriate oversight bodies shall review the auditor’s latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.
The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58th Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor’s latest external quality control review report within 120 days of the Contractor’s fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

N. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

O. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers’ compensation insurance.

P. Insurance

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

Q. Punitive Actions

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

R. Prior DRS Employment
The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months.

S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25 O.S. §1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312, and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

T. Contract Jurisdiction

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

U. Severability

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.
VI. Signatures

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

Oklahoma Department of Rehabilitation Services

____________________________
Signature

__________________________
Title

__________________________
Print Name

Kathy Lowry, CPPB, CPO

Manager Contracts & Purchasing

__________________________
Contact Person

Signature

__________________________
Signature

__________________________
Title

__________________________
Print Name

__________________________
Telephone

Contractor’s Email Address
This agreement, consisting of eighteen (18) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (“DRS”) and

Contractor Business Name
Billing/Mailing Address
City, State Zip

(the “Contractor”), and constitutes the entire agreement between the DRS and the Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the Rehabilitation Act of 1973, 29 U.S.C.A. § 741, promotes the concept of state wideness, and requires that the Oklahoma State Plan for Vocational Rehabilitation Services be in effect in all political subdivisions of the State of Oklahoma; and

WHEREAS, the Rehabilitation Act of 1973, 29 U.S.C.A. § 741, authorizes innovation and expansion activities to improve the provision of vocational rehabilitation services to individuals with disabilities; and;

WHEREAS, this contract is awarded pursuant to the approved Oklahoma Department of Rehabilitation Services Internal Acquisition Procedures, paragraph 7.1.

NOW THEREFORE, the DRS and the Contractor agree as follows:

I. Contract Period

The Contract is effective from the latest date of signatures of both parties, or July 1, 2020, whichever is the latter, through June 30, 2021. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

This section describes requirements for services to be delivered by the Contractor, rates that will be paid after the required service has been delivered and approved, outcomes that are expected to be achieved for the individuals receiving IPS services, and the qualifications and performance expectations for the Contractor delivering services under this Contract.
A. Definitions for Individual Placement and Support (IPS)

Individual Placement and Support services provided under the provisions of this contract must comply with the definitions as described below. Some definitions listed below make reference to the Workforce Innovation and Opportunity Act (WIOA) Federal Regulations as located in the following link:

https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15980.pdf

1) Career Profile is developed with the individual within 30 days of referral to the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) contracted provider and completed over 2 to 3 sessions. Information is documented on a career profile form that include: Preferences; Previous Work Experience; Skills; Goals; Barriers; Disclosure Preferences; Current Adjustment; Strengths; Personal Contacts; Career Advancement; Higher Education etc. The Career Profile is updated with: Job Start; Job End, and; Educational Experience, at each occurrence.

2) Competitive, integrated employment means work that:

a. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that:

1. Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;

2. Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills, and;

3. In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills, and;

4. Is eligible for the level of benefits provided to other employees, and;

b. Is at a location:

1. Typically found in the community, and;

2. Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire worksite, and, as appropriate to the work performed, other persons (e.g., customers and Contractors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons, and;
3. Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

3) Disclosure is discussed with each individual by the Employment Specialist (ES) regarding their preferences about disclosure of a disability to employers.

4) Employment Specialist (ES) provides the services of the IPS Supported Employment program by assisting individuals to obtain and maintain employment that is consistent with their vocational goal identified on the DRS Individual Plan of Employment (IPE).

5) Fidelity:
Refers to a tool (fidelity scale) to measure the level of implementation of an evidence-based practice. The Supported Employment Fidelity Scale defines the critical ingredients of IPS supported employment in order to differentiate between programs that follow the IPS approach and those that do not. IPS fidelity helps program leaders develop plans for improving IPS services at their agency.

6) Individual Placement and Support (IPS) is an evidence-based practice of supported employment and education that is based on a 25-item fidelity scale and the following core principles: Focus on Competitive Integrated Employment; Eligibility based on Client Choice; Integration of Rehabilitation and Mental Health Services; Attention to Client Preferences; Personalized Benefits Counseling; Rapid Job Search; Systemic Job Development; and Time-Unlimited and Individualized Support. IPS supported employment helps individuals with severe mental illness and/or substance abuse work in Competitive Integrated Employment related to their work preferences and measures success at 15, 45 and 90 days of competitive employment.

7) Integrated setting means:

a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and

b. With respect to an employment outcome, means a setting:

1. Typically found in the community; and
2. Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and Contractors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.

8) IPS Supervisor is responsible for no more than 10 ESs, monitors and collects individual outcome data, reviews outcomes with staff weekly and helps them develop goals for improvement to meet or maintain IPS fidelity.

9) Natural supports mean any assistance, relationships or interactions that allow a person to maintain employment in ways that correspond to the typical work routines and social interactions of other employees. Natural supports may be developed through relationships with co-workers or put into place by the adaptation of the work environment itself, depending on the support needs of the individual and the environment.
10) **Rapid job search** refers to a process of initiating face-to-face contacts with employers by the individual or the employment specialist about a competitive job within an average of 30 days after referral to the ODMHSAS contracted provider. This requires learning about jobs in the community that match the individual’s skills, interests, and abilities. This also involves networking with community employers within the first month of service initiation.

**B. Service Model (Overview of Contract Objectives)**

This is a **pilot project** in partnership between the Oklahoma Department of Rehabilitation Services (DRS) and the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS). Contractors eligible to provide services under this contract have been identified as ODMHSAS contracted providers located in Cleveland County and Oklahoma County only.

This contract is intended to provide Individual Placement and Support (IPS) services to individuals with serious mental illness or co-occurring mental illness and substance abuse disorders who have not achieved competitive integrated employment or for whom competitive integrated employment has been disrupted or intermittent. IPS services can be provided to out of school or at-risk youth aged 16 or older, high school seniors in their final semester, and adults aged eighteen (18) or older.

The ODMHSAS contracted provider(s) will refer individuals to DRS Counselor(s) and collaborate in providing services necessary to assist the individual with obtaining and maintaining competitive integrated employment. DRS Counselor(s) may also refer individuals in Priority Groups 1 or 2, with serious mental illness or co-occurring disorders to the participating ODMHSAS contracted provider(s) for IPS services. The ES and DRS Counselor should have face-to-face meetings at least monthly and other client-related contacts by phone, email, text, fax, or in-person, weekly to discuss shared clients and referrals.

Employment is a key component of recovery. Individuals with serious mental illness or co-occurring disorders who hold competitive jobs for an extended period of time frequently experience a number of benefits including improved or increased income, self-esteem, quality of life, social inclusion, and control of symptoms. In lieu of extensive pre-employment assessment(s), services are based on the individual’s preferences, skills, and experiences, and recorded in the **Career Profile** to assist in developing the **Job Search Plan**. The ES will begin the rapid job search within thirty (30) days of an individual entering the IPS program. The ES will utilize the **Job Search Plan** to assist the individual with learning skills including but not limited to how to perform a job search, fill out applications, interview for jobs, and successfully gain and retain employment. During the rapid job search the ES will locate and develop relationships with employers through multiple face-to-face meetings.

**C. Individual Placement and Support (IPS) Services**

**IPS Overview:**

IPS supported employment helps people with serious mental illness or co-occurring mental illness and substance abuse disorders work at regular jobs of their choosing or go to school. Although variations of supported employment/education exist, IPS refers to the evidenced-based practice of supported employment/education.

**Characteristics of IPS:**
- It is an evidence-based practice
- Practitioners focus on each person’s strengths
- Work promotes recovery and wellness
- Practitioners work in collaboration with state vocational rehabilitation counselors
- IPS uses a multidisciplinary team approach
- Services are individualized and long lasting
- The IPS approach changes the way mental health services are delivered

**Practice Principles of IPS Supported Employment/Education include:**

1. **Focus on Competitive Employment:** Agencies providing IPS services are committed to competitive employment as an attainable goal for people with serious mental illness or co-occurring mental illness and substance abuse disorders seeking employment.

2. **Eligibility Based on Client Choice:** People are not excluded on the basis of readiness, diagnoses, symptoms, substance abuse history, psychiatric hospitalizations, homelessness, level of disability, or legal system involvement.

3. **Integration of Rehabilitation and Mental Health Services:** IPS programs are closely integrated with mental health treatment teams.

4. **Attention to Worker Preference:** Services are based on each person’s preferences and choices, rather than the provider’s judgement.

5. **Personalized Counseling Benefits:** The Employment Specialist helps people obtain personalized, understandable, and accurate information about their Social Security, Medicaid, and other government benefits.

6. **Rapid Job Search:** IPS programs use a rapid job search approach to help job seekers obtain jobs directly, rather than providing lengthy pre-employment assessment, training, and counseling.

7. **Systemic Job Development:** The Employment Specialist systemically visits employers who are selected based on job seeker preferences, to learn about their business needs and hiring preferences.

8. **Time-Unlimited and Individualized Support:** Job supports are individualized and continue for as long as each worker wants and needs the support.

Dartmouth Psychiatric Research Center
(Revised March 2014)

**D. Milestone Rates**

The milestones for this IPS contract can only be authorized once per case per Contractor. The Contractor will only provide services if the milestone(s) has been pre-authorized by the DRS Counselor. Payment of a milestone will constitute payment in full for all services delivered during that milestone. All required documentation will be submitted for payment to the DRS Counselor upon completion of
each milestone. In addition, mileage reimbursement for travel of thirty-five (35) or more miles one-way must be requested in writing, approved and pre-authorized by the DRS Counselor prior to travel.
E. IPS Milestone Descriptions

**IPS CP Milestone: Career Profile**

The ES will develop with the individual an ongoing work-based assessment over 2 or 3 sessions within thirty (30) days of referral to a ODMHSAS contracted provider. Information is documented on the career profile including but not limited to: individual preferences, previous work experience, skills, goals, barriers, disclosure preferences, current adjustment, strengths, personal contacts, career advancement/higher education etc. The ESS-C-705 — Career Profile is continually updated based on information from the ESS-C-720 — Job Start Report, ESS-C-735 — Job End Report and ESS-C-710 — Educational Experience Report forms.

All **Required Documentation for Payment for IPS CP Milestone** as listed below must be submitted to the DRS Counselor at the completion of this milestone.

**Required Case Documentation for Payment for IPS CP Milestone:**
- ESS-C-700 — IPS Milestone Billing Form
- ESS-C-705 — Career Profile
- ESS-C-710 — Educational Experience Report (when in training)

**IPS 15-Day JP & R Milestone: Job Placement and Retention Milestone**

The ES and individual will develop the ESS-C-715 — Job Search Plan within the first thirty (30) days after referral to assist in the job search process. The plan is specific to the responsibilities of both ES and individual in locating and securing employment. A copy of the plan will be emailed to the DRS Counselor upon completion and updated as necessary. The ES will use rapid job search during the first thirty (30) days and up until job placement. The ES will have a minimum of six (6) face-to-face employer contacts each week documented on the ESS-C-725 — Employer Contact Log, and submitted weekly to IPS Supervisor until the individual is placed on a job.

Prior to the first day of employment or shortly thereafter, the ES, individual, and any other support team members will develop an individualized Job Support Plan to identify the individual’s strengths, needed supports and accommodations to maintain employment. The Job Support Plan will be e-mailed to the IPS Supervisor and DRS Counselor upon completion. The ES will provide onsite/offsite supports and training as needed during the first fifteen (15) work days of employment to assist the individual with overcoming barriers to employment, identify job accommodations and increase their independence on the job. The Contractor will inform the individual of Social Security Administration (SSA) benefits planning available through DRS, and their responsibility to report earned income to SSA, if applicable.
All Required Case Documentation for Payment for IPS 15-Day JP & R Milestone as listed below must be submitted to the DRS Counselor at the completion of this milestone.

**Required Case Documentation for Payment for IPS 15-Day JP & R Milestone:**

ESS-C-700 — IPS Milestone Billing Form
ESS-C-715 — Job Search Plan (e-mailed to the DRS Counselor when completed)
ESS-C-720 — Job Start Report
ESS-C-185 — Job Accommodation Form
ESS-C-225 — Record of Hours Worked or related Contractor Form/Report
ESS-C-725 — Employer Contact Log(s)
ESS-C-730 — Job Support Plan
ESS-C-735 — Job End Report (if applicable)
ESS-C-705 — Career Profile (updated)
ESS-C-710 — Educational Experience Report (when in training)

**IPS 45-Day Milestone: 45-Day Employment Milestone**

The ES will continue providing supports and services to assist the individual in maintaining employment through the completion of forty-five (45) continuous days on the job. The ES will provide onsite/offsite supports and training as needed to assist the individual with overcoming barriers to employment and increase their independence on the job. The ES will discuss support needs, re-evaluate job accommodation needs and assist with evaluating if further training for the job is required. The ES will inform the DRS Counselor of the individual’s progress and any new job accommodation needs through DRS. An ESS-C-735 — Job End Report will be used if individual loses their current job and will be submitted to the DRS Counselor. The Job Start Report will be used when individual begins a new job and will be submitted to the DRS Counselor, prior to start date or shortly thereafter.

All Required Case Documentation for Payment for IPS 45-Day Milestone as listed below must be submitted to the DRS Counselor at the completion of this milestone.

**Required Documentation for Payment for IPS 45-Day Milestone**:

ESS-C-700 — IPS Milestone Billing Form
ESS-C-725 — Employer Contact Log (if applicable)
ESS-C-225 — Record of Hours Worked or related Contractor Form/Report
ESS-C-735 — Job End Report (if applicable)
ESS-C-720 — Job Start Report (if applicable)
ESS-C-705 — Career Profile (updated)
ESS-C-710 — Educational Experience Report (when in training)

**IPS Re-placement Milestone (one-time only)**

This milestone is concurrent with the continuation of the IPS 90-Day Milestone. If the individual loses their job between forty-five (45) and ninety (90) calendar days, the Contractor may request authorization to re-place the individual in another job.

If the individual loses their job between forty-five (45) and ninety (90) calendar days, the Contractor may request authorization for IPS Re-placement Milestone to re-place the individual in another job. The IPS Re-placement Milestone can be billed one-time only, and is concurrent with the continuation of the IPS 90-Day Milestone.
Re-placement stipulations applying to IPS 90-day Milestone:

1. If they are re-placed within fourteen (14) calendar days of termination, the 90-day count will resume for the IPS 90-day milestone.

2. If they are not re-placed within fourteen (14) calendar days of termination, the individual must work fifteen (15) work-days, before payment of this milestone, and at least forty-five (45) additional calendar days before completing the IPS 90-day Milestone.

Once the individual completes fifteen (15) work-days on the new job the Contractor must complete and submit all **Required Case Documentation for Payment for IPS Re-placement Milestone** as listed below to the DRS Counselor.

**Required Case Documentation for Payment for IPS Re-placement Milestone:**

- ESS-C-700 — IPS Milestone Billing Form
- ESS-C-725 — Employer Contact Log(s)
- ESS-C-225 — Record of Hours Worked or related Contractor Form/Report
- ESS-C-735 — Job End Report (if applicable)
- ESS-C-720 — Job Start Report (if applicable)
- ESS-C-185 — Job Accommodation Form
- ESS-C-705 — Career Profile (updated)
- ESS-C-710 — Educational Experience Report (when in training)

**IPS 90-Day Milestone: 90-Day Competitive Integrated Employment and Retention Milestone**

The ES will assist the individual by identifying, developing, and providing supports needed, to maintain ongoing employment through the completion of ninety (90) continuous days on the job. The ES will provide onsite/offsite supports and training as needed to assist the individual with overcoming barriers to employment and increase their independence on the job. The onsite supports are provided if the individual has consented for the ES to have contact with the individual’s employer. The ES will assist the individual with recognizing potential problems, triggers and addressing these challenges utilizing a variety of interventions and strategies. The ES supports are designed to anticipate and avoid a wide range of job related difficulties and maximize the individual’s best employment outcome. The ES will provide support to help the individual identify and request workplace accommodations and resources for ongoing support needs. These supports begin with the first day of employment and continue until the individual has overcome all obstacles to maintain employment. The ES will provide or arrange for implementation of natural supports as identified on the **ESS-C-730 — Job Support Plan**. During days eighty-three (83) and ninety (90) contact by ES is required to assess job stability, accommodation needs and supports needs to maintain job stability. If ES has difficulty contacting the individual they should inform the DRS Counselor.

If the individual loses their job between forty-five (45) and ninety (90) calendar days, the Contractor may request authorization for IPS Re-placement Milestone to re-place the individual in another job. The IPS Re-placement Milestone can be billed one-time only, and is concurrent with the continuation of the IPS 90-Day Milestone.
Re-placement stipulations applying to IPS 90-Day Milestone:

1. If they are re-placed within fourteen (14) calendar days of termination, the ninety (90)-day count will resume for the IPS 90-Day Milestone.

2. If they are not re-placed within fourteen (14) calendar days of termination, the individual must work fifteen (15) work-days, before payment of this milestone, and at least forty-five (45) additional calendar days before completing the IPS 90-Day Milestone.

If the individual enters into a training program or other long-term DRS services prior to the completion of this milestone, while maintaining employment, Contractor will be paid $1,600.00 when this milestone is completed.

If the individual is working in the area of their original or amended vocational goal when this milestone is completed, the Contractor will be paid $3,200.00.

All Required Case Documentation for Payment for IPS 90-Day Milestone as listed below must be submitted to the DRS Counselor at the completion of this milestone.

Required Documentation for Payment for IPS 90-Day Milestone:

- ESS-C-700 — IPS Milestone Billing Form
- ESS-C-225 — Record of Hours Worked or related Contractor Form/Report
- ESS-C-237n — Paystub and/or Earnings Statement
- ESS-C-725 — Employer Contact Log(s) (if applicable)
- ESS-C-185 — Job Accommodation Form (if updated)
- ESS-C-735 — Job End Report (if applicable)
- ESS-C-720 — Job Start Form (if applicable)
- ESS-C-730 — Job Support Plan
- ESS-C-705 — Career Profile (updated)

F. Code of Professional Ethics

All Contractors and all employees of the Contractors are required to abide by the six (6) principles of ethical behavior as listed below and outlined in the Commission on Rehabilitation Counselor Certification (CRCC) Code of Professional Ethics, full text located at the following link:

https://www.crccertification.com/code-of-ethics-4

1) Autonomy: To respect the rights of clients to be self-governing within their social and cultural framework.
2) Beneficence: To do good to others; to promote the well-being of clients.
3) Fidelity: To be faithful; to keep promises and honor the trust placed in them.
4) Justice: To be fair in the treatment of all clients; to provide appropriate services to all.
5) Nonmaleficence: To do no harm to others.
6) Veracity: To be honest.

The ACA Code of Ethics is located at the following link:

https://www.counseling.org/resources/aca-code-of-ethics.pdf
G. **Required Reporting**

1. **Staff Reporting:** When any staff changes occur, Contractors must notify their ESS TA using the ESS-A-005 — *Contractor Staff and Training Form*. New staff must have completed a national background check before their start date. (For the national background check, only the completion date is reported on the form. Do NOT send the actual report. Retain a copy of the national background check on file for audit purposes).

2. **Data Reporting:** Contractors will submit *IPS Monthly Outcomes Report* online to ODMHSAS by the 10th of each month.

3. **Fidelity Review:** Results will be emailed to DRS ESS TA, upon receipt from ODMHSAS.

4. **Occasional Reporting:** Additional reports may be deemed necessary for this pilot project and will be completed monthly, quarterly, or as requested. The Contractor is required to make their case records available for audit at any time at the request of the ESS Unit. A DRS Counselor may be included in the audit process.

H. **Contractor Qualifications**

Contractors include ODMHSAS contracted providers in Cleveland County and Oklahoma County only. ODMHSAS contracted providers will refer all individuals in need of the IPS services to their local DRS Counselor(s) for vocational services. Contractors must specify a Designated DRS IPS Supervisor to supervise and provide Individual Placement and Support critical elements and supervise a staff of not more than 10 ESs. A Contractor may not accept referrals unless the IPS Supervisor has successfully completed the ODMHSAS Individual Placement and Support (IPS) Training and at a minimum be under a provisional IPS Supervisor credential.

Contractors are required to submit an ESS-A-001 — *ESS Contracts Information Form* by email to their ESS TA to provide or update information and request contracts for the current or next fiscal year. If not renewing for the next fiscal year, notify ESS TA in writing.

Contractors are required to complete the requested Contract(s), and a Non-Collusion Certificate (OMES-CP-004SA) using the Adobe Document Cloud e-Sign process.

Contractors must submit a completed/updated Contractors must submit a completed/updated ESS-A-005 — *Contractor Staff and Training Form*, along with new training certificates for all training completed, when staff changes occur, and when processing contracts each fiscal year.

When a staff member of one Contractor goes to work for another Contractor, that staff member cannot provide services to any individual that were served with the initial Contractor within one calendar year.

To cancel contract, see section, V. Standard Terms, Subsection F. Cancellation of this contract.
New Contractors

The new Contractor verifies at the start of their contract period s/he was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months. The New Contractor/IPS Supervisor must submit a copy of their current résumé. In addition to a twelve (12) month budget, all new Contractors must submit evidence of financial solvency documenting liquid assets or lines of credit of at least fifty thousand dollars ($50,000) for Metro Contractors or twenty-five thousand ($25,000) for Rural Contractors. New Contractors must also submit a W-9. New Contractors must submit all required documentation no later than March 31st to initiate a contract and provide services during the current fiscal year.

I. Staff Qualifications

1. IPS Supervisors working under this contract must successfully complete the ODMHSAS IPS Training list below:
   a. In class IPS 101 Course
   b. In class IPS Fidelity Course
   c. In the Field Training – Cups of Tea with IPS Trainer to receive letter provisionally approving to bill for IPS services for a six month period.
   d. IPS Supervisors Skills Course – within 6 months of completing In the Field Training – Cups of Tea the supervisor must complete the 10 week online IPS Supervisors Skills course.

2. Employment Specialist must complete the following certification requirements to receive the ODMHSAS IPS Employment Specialist Credential:
   a. IPS 101 Course
   b. In the Field Training – Cups of Tea with IPS Trainer to receive letter provisionally approving to bill for IPS services for a six month period.
   c. IPS Practitioners Skills Course – within 6 months of completing In the Field Training – Cups of Tea the practitioner (ES) must complete 12 week online IPS Practitioners Skills Course.

3. IPS Supervisor and ES delivering services may also access additional training courses described below but are not required. The training listed below is provided by OU-NCDET.
   a. Employment Consultant Training (recommended, 4-day)
   b. Social Security Work Incentives (recommended)
   c. Effective Training at Work (online training)
   d. Job Development/Marketing (recommended)
   e. Job Club “Train the Trainer” Training
   f. Introduction to Positive Behavior Supports in the Workplace (online training-Prerequisite for Positive Behavior Supports in the Workplace)
   g. Positive Behavior Supports in the Workplace
   h. Instructional Supports
   i. Blind Culture and Job Placement for Individuals with Vision Loss (recommended)

To access available online training click on the following link:
J. **Contract Compliance**

**Fidelity Requirements:** The IPS Supported Employment Fidelity Scale defines the critical elements of IPS in order to differentiate between programs that have fully implemented the model and those that have not. As demonstrated through research, high-fidelity programs are expected to have greater effectiveness than low-fidelity programs. The IPS Supported Employment Fidelity Scale is a guide for program leaders and practitioners to achieve better employment outcomes. ODMHSAS contract providers must meet fair fidelity (score of a 74) at their second fidelity review or they may be subject to review and/or termination of this contact.

K. **Contract Suspension**

When a Contractor is alleged to have violated ethical standards according to the CRC Code of Professional Ethics or the ACA Code of Ethics identified in this contract and/or legal standards applicable to the treatment of individuals and claims for payments of public funds, the Contractor will be placed on temporary suspension pending the outcome of an investigation. Depending on the severity of the allegation(s) (i.e. involving the individual(s) welfare), DRS will suspend new referrals and remove all individuals currently receiving services. For allegations not involving the welfare of the individual(s), DRS will suspend new referrals and individuals in current service status will remain with the Contractor, pending the outcome of the investigation.

If the allegation(s) involves a Contractor’s staff, DRS requires the Contractor to take immediate and appropriate action, and notify the ESS TA of action taken in writing. If appropriate action is not taken, the Contractor is subject to suspension of the contract.

In the event of a contract suspension, the DRS will send written notice transmitted via certified mail to the Contractor, and suspend the contract effective upon receipt of notice or at 5:00 PM on the fifth (5th) calendar day from the date DRS mailed the notice, whichever occurs first.

III. **Compensation**

A. **Contract Amount**

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor pursuant to the uniform rates for the services authorized by the Contract. Payment will be made upon receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

B. **Payment**

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/claims shall be sent to the DRS Counselor who authorized services for each DRS client. The DRS Counselor’s name,
address, and telephone number are shown on each DRS client’s Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

C. Lapse of Invoices/Claims

Proper invoices documenting the provision of services, and/or proper claims for reimbursement of Contractor-paid travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services, and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services, and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

IV. Special Terms

A. Travel Restriction

Because this is a uniform rate contract, certain limited travel costs are calculated into the rate. For any assignment that is thirty-five (35) miles or more one way, the Contractor can be paid mileage upon request and with prior approval from the DRS.

B. National Background Checks

1. Purpose

To protect the safety of individuals while receiving DRS services, the agency requires Employment Contractors to obtain national criminal background checks for any employees, supervisors, independent contractors or agents working under a contract with DRS. The agency further requires Employment Contractors to ensure that any of their employees, supervisors, independent contractors or agents who have criminal convictions that suggest they could pose a threat to the health and safety of DRS clients will not be assigned to work under a DRS contract if such assignment would involve access to or interaction with DRS clients.

2. Authority

DRS has determined that prudent exercise of its powers, duties and responsibilities under 74 OS 166.1 et seq shall include responsible steps to protect client safety and safeguard clients from abuse or exploitation while receiving DRS employment services. As demonstrated by other state programs serving disabled children, youth and adults, such steps may include the requirement of criminal background checks for personnel engaged in direct care and services to this population.

3. Contract monitoring

The criminal background checks required by this rule shall be national in scope, and must be conducted at least once every three (3) years. Contractor shall make the criminal background checks required by Paragraph IV.G.1 available for inspection and copying by DRS personnel upon request of DRS.

V. Standard Terms

A. Equal Opportunity/Non-Discrimination
The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C §2000 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination in Employment Act, 42 U.S.C. §6101 et seq. and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

B. Lobbying Activities

The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Debarment And Suspension

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs.

D. Drug-Free Workplace

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

E. Modification

The Contract may only be modified by mutual consent of the parties in writing.

F. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall
have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. **Without Cause**: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

G. **Access To And Retention Of Records**

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

H. **Subcontracting**

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

I. **Compliance With State And Federal Laws**

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

J. **Travel**

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

K. **Client Confidentiality**

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

L. **Unallowable Costs**
In the event any audit, audit resolution, review, monitoring, or other oversight results in the
determination that the Contractor has expended DRS funds on unallowable costs on this or any
previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The
DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be
made to the Contractor under this or other contracts.
M.  Audit

1.  Federal Funds
Organizations that expend $750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2.  State Funds
Corporations both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3.  Auditor Approval and Audit Distribution
The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor’s fiscal managers and appropriate oversight bodies shall review the auditor’s latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58th Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor’s latest external quality control review report within 120 days of the Contractor’s fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

N.  Clean Air Act
The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

O.  Employment Relationship
The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers’ compensation insurance.

P.  Insurance
If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the
carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

Q. Punitive Actions

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

R. Prior DRS Employment

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months.

S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25 O.S. §1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312, and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at

www.dhs.gov/E-Verify.

T. Contract Jurisdiction

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

U. Severability

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.
VI. **Signatures**

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

<table>
<thead>
<tr>
<th>Oklahoma Department of Rehabilitation Services</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature Date</td>
<td>Signature Date</td>
</tr>
<tr>
<td>Kathy Lowry, CPPB, CPO</td>
<td>Print Name</td>
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<tr>
<td>Print Name</td>
<td>Title</td>
</tr>
<tr>
<td>Manager Contracts &amp; Purchasing</td>
<td>Contract Person Telephone</td>
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<tr>
<td>Title</td>
<td>Contractor’s Email Address</td>
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STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
JOB PLACEMENT (JP)

This agreement, consisting of eighteen (18) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (“DRS”) and

Contractor Business Name
Billing/Mailing Address
City, State Zip

(“Contractor”), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the Oklahoma Department of Rehabilitation Services desires to purchase job placement services for DRS clients who require some assistance in finding competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice; and

WHEREAS, the fees for services set forth herein have been approved as fixed rates by the Oklahoma Commission for Rehabilitation Services and the Oklahoma Department of Central Services; and

WHEREAS, this contract is awarded pursuant to the approved Oklahoma Department of Rehabilitation Services Internal Acquisition Procedures, paragraph 7.1; and

WHEREAS, this contract is awarded pursuant to 74 O.S. § 85.7.A.11.

NOW THEREFORE, the DRS and the Contractor agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2020, whichever is the latter, through June 30, 2021. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

This section describes the requirements for services to be delivered by the Contractor, the rates that will be paid after the required service has been delivered and approved, outcomes that are expected
to be achieved for the individuals receiving job placement services and the qualifications and performance expectations for the Contractor delivering services under this Contract.

A. Definitions for Job Placement

Job Placement Services provided under the provisions of this contract must comply with the definitions as described. Some definitions below make reference to the Work Innovation and Opportunity Act (WIOA) Federal Regulations as located in the following link:


1) Competitive, integrated employment means work that:

a. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that:

1. Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;

2. Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and

3. In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and

4. Is eligible for the level of benefits provided to other employees; and

b. Is at a location:

1. Typically found in the community; and

2. Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire worksite, and, as appropriate to the work performed, other persons (e.g., customers and Contractors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and

3. Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

2) Employee’s Work Week begins the first (1st) day of employment and includes the next six (6) days. This sequence remains constant throughout employment. If the individual is placed in another job, the work week begins the first (1st) day of the new employment.

3) Employment Consultant (EC) refers to a specialist who uses structured intervention techniques to help the individual learn job tasks to the employer’s specifications and learn the interpersonal
skills necessary to be accepted as an employee at the job site. In addition to job site training, job coaching includes related assessment, job development, advocacy, travel training, and other services needed to maintain the employment.

4) **Employment Outcome** means, with respect to an individual, entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment, as defined at 34 C.F.R. § 361.5(c)(9) (including customized employment, self-employment, telecommuting, or business ownership), or supported employment as defined at 34 C.F.R. § 361.5(c)(53), that is consistent with an individual’s unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

5) **ESS** means Employment Support Services Unit of the DRS.

6) **ESS TA** means DRS Employment Support Services Technical Assistant.

7) **Integrated setting** means:

   a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and

   b. With respect to an employment outcome, means a setting:

       1. Typically found in the community; and

       2. Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.

8) **Metro Contractor** is a Contractor whose primary service areas are Lawton, Oklahoma City, Tulsa and surrounding areas.

9) **Rural Contractor** is a Contractor whose primary service areas are not covered by the Metro definition.

10) **Temporary Employment** refers to employment which is not expected to exceed a prescribed amount of time. Temporary employees are referred to as contractual, seasonal, interim or freelance. Temporary employment is not an appropriate placement for the milestone contract because the placement will never result in a successful closure. Temporary employment does not include individuals working as a permanent employee for a temporary employment agency. **Temp-to-Hire** is sometimes referred to as a probationary period and is utilized by an employer to evaluate the individual's readiness to be hired for permanent full or part-time employment. This must be the employer's only hiring practice.

B. **Service Model (Overview of Contract Objectives)**

   The Job Placement contract is intended for full-time employment (as determined by the employer) for individuals with disabilities not meeting the definition of an individual with a significant disability (Priority
Group 3 only) who do not need supports, but may need accommodations. A DRS Counselor Monthly Update Form or an e-mail with the subject heading, “Monthly Update”, must be completed monthly and submitted to the DRS Counselor throughout the provision of the contract services. If an individual loses their job before the completion of the EM milestone, the Contractor is required to replace the individual in another job at no cost to DRS and continue to follow their progress, and advocate for needed job accommodations to get the individual to successful case closure.

Prior to the initiation of services, the JP milestones and travel, if applicable must be pre-authorized by the DRS Counselor. The DRS Counselor, working with the individual and the Contractor, will designate the services to be used. Youth who are currently enrolled in high school can begin the assessment process under the Assessment and Career Planning Milestone in their final year. At the time of referral, the DRS Counselor will provide the Contractor with a copy of the Eligibility Determination Form, Individualized Plan for Employment (IPE), Personal Information Form and Authorization for services.

C. Milestone Rates

The milestones for this contract can only be authorized once per case, per Contractor. The Contractor will only provide services if the milestone(s) has been pre-authorized by the DRS Counselor. There is not an Authorization Request Form required to be submitted by the Contractor with this contract. The Authorization for Services should be submitted to the Contractor by the DRS Counselor at the time of referral. When requesting mileage reimbursement for travel of thirty-five (35) or more miles one-way, the request must be submitted in writing, and an authorization at the current state rate must be received from the DRS Counselor, prior to travel. Billing must include all Required Case Documentation for Payment and should be typed or legibly written. Payment of a milestone will constitute payment in full for all services delivered with the exception of mileage reimbursement, if authorized.

AS Milestone: Assessment and Career Planning (Optional) $250.00
PL Milestone: Job Placement $775.00
EM Milestone: Successful Employment $1500.00

D. Job Placement Milestone Descriptions

JP AS Milestone: Assessment and Career Planning (Optional)

Service Description: The Contractor will assist the individual with job search skills training, self-directed career search, and electronic résumé development. Job Search Skills training may be delivered individually or in groups of ten (10) or fewer. The Contractor must have a copy of the DRS IPE to verify the vocational goal. The Contractor will complete and submit all Required Case Documentation for Payment to DRS Counselor.

Outcome: The Contractor has provided sufficient information to the DRS Counselor to verify or modify the vocational goal as specified in the Individualized Plan for Employment (IPE), and prepared the individual for employment. If the individual does not require job search skills, training or a résumé, the AS Milestone may be optional. The Contractor has provided benefit planning information to any individual who is receiving Social Security Administration (SSA) benefits, and referred the individual to a Benefits Planning Specialist if the individual, payee, or family member has requested the service.

Required Case Documentation for Payment of JP AS Milestone:
ESS-C-117 — Travel Log and Invoice (When travel is authorized. See C. Milestone Rates.)

ESS-C-133 — DRS Counselor Monthly Update Form(s) (when JP AS milestone lasts more than one (1) month)

ESS-C-285n — Electronic Résumé (e-mail to DRS Counselor)

ESS-C-369 — JP Milestone Billing Form

ESS-C-373 — JP AS Milestone Report

ESS-C-377n — Assessment results including potential job matches,

**JP PL Milestone: Job Placement**

**Service Description:** The Contractor will prepare the individual to conduct the job search. Prior to the start date, the Pre-Placement Information Form will be completed and e-mailed to the DRS Counselor and ESS TA. An individual under this contract may not become an employee of the Contractor or any business owned by the Contractor or his/her employees, unless the individual receives compensation at no less than the median hourly wage for the region or city based on job type and location (i.e. Enid, OK Metropolitan Statistical Area (MSA); Fort Smith, AR – OK MSA; Lawton, OK MSA; Oklahoma City, OK MSA; Tulsa, OK MSA; NE OK Balance of States (BOS); NW OK BOS; SE OK BOS; or SW OK BOS), or the combination of the individual’s hourly wage and hourly health and/or wellness benefit(s) are equal to or more than the median hourly wage for the region based on job type and location as identified in the applicable U.S. Department of Labor/Employment and Training Administration (USDOL/ETA) website at [https://www.onetonline.org/](https://www.onetonline.org/)

**Only** when the individual is hired by the Contractor and prior to the first (1st) day of work, the ESS-C-213n — O*NET median hourly wage documentation for the respective region or city must be e-mailed to the DRS Counselor and ESS TA along with the Pre-Placement Information Form (the breakdown of the hourly wage and hourly health and/or wellness benefit(s) when applicable, must be documented in the comments box of the ESS-C-157 — Pre-Placement Information Form). The Contractor may perform a Job Analysis before the first day of employment to identify needed accommodations. If a Job Analysis is performed, the Contractor will record the accommodations on the Job Accommodation Form. For individuals receiving SSA benefits, the Contractor must provide the individual with copies of the ESS-C-189 — Agreement to Report SSA Earnings, if SSA Recipient and the ESS-C-193 — SSA Earnings Report Letter, if SSA Recipient. If the individual loses their job prior to the completion of five (5) days on the job, the Contractor will submit a completed ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and the ESS TA at the time the individual is terminated. Prior to the re-placement start date, the Contractor will submit the updated ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and ESS TA. The Contractor will complete and submit all Required Case Documentation for Payment to DRS Counselor.

**Outcome:** The individual has been employed in a job of his/her choice, and has completed five (5) working days on the job. An individual can be placed in a family business as long as the job meets the definition of competitive integrated employment. The Contractor has identified and assisted the individual with negotiating job accommodations. The Contractor has informed the individual, payee and/or family of their responsibility to report earned income to the SSA monthly, if SSA Recipient.

**Required Case Documentation for Payment:**
ESS-C-117 — *Travel Log and Invoice* (When travel is authorized. See C. Milestone Rates.)

ESS-C-133 — *DRS Counselor Monthly Update Form(s)*

ESS-C-157 — Prior to start date, ESS-C-157 — *Pre-Placement Information Form* (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-161 — *Job Analysis* (completed before first (1st) day of work, if applicable)

ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — *Termination/Re-Placement Report*, (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-185 — *Job Accommodation Form*

ESS-C-189 — Agreement to Report SSA Earnings, If SSA Recipient

ESS-C-193 — SSA Earnings Report Letter, If SSA Recipient

ESS-C-213n — ONLY when hired by the Contractor and prior to the start date, O*NET median hourly wage documentation for the region or city where the job is located (e-mail to the DRS Counselor and Cc ESS TA)

ESS-C-369 — *JP Milestone Billing Form*

ESS-C-381 — *JP PL Milestone Report*

**JP EM Milestone: Successful Employment (ninety (90) calendar days)**

**Service Description:** The Contractor will provide a minimum of two (2) onsite and/or offsite contacts each month during the first two months, and at least one (1) contact during the final month to ensure satisfaction and job retention. The ESS-C-249 — *Employee Satisfaction Survey* must be completed and retained in the Individual’s case file. If the individual loses their job, the Contractor will submit a completed ESS-C-181 — *Termination/Re-Placement Report* to the DRS Counselor and the ESS TA at the time the individual is terminated. Prior to the re-placement start date, the Contractor will submit the updated ESS-C-181 — *Termination/Re-Placement Report* to the DRS Counselor and ESS TA. The Contractor will complete and submit Required Case Documentation for Payment to the DRS Counselor for payment.

**Outcome:** The individual has been employed in a full-time, permanent job and has worked a minimum of ninety (90) days beyond the ST Milestone. The Contractor has negotiated all needed accommodations, and the individual is satisfied with the job.

**Required Case Documentation for Payment:**

ESS-C-369 — *JP Milestone Billing Form*

ESS-C-385 — *JP EM Milestone Report*

ESS-C-237n — Current Pay Stub/Earnings Statement

ESS-C-225 — *Record of Hours Worked*

ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — *Termination/Re-Placement Report*, (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-181 — Prior to start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-117 — Travel Log and Invoice *(When travel is authorized. See C. Milestone Rates.)*

ESS-C-249 — Employee Satisfaction Survey

ESS-C-133 — DRS Counselor *Monthly* Update Form(s)

E. **Payment Guidelines for Temp-to-Hire Positions:**

When the individual is placed in a temp-to-hire position as described in the definition, the Contractor will be paid for the milestones as follows:

- **JP AS Milestone** will be paid prior to temp-to-hire placement
- **JP PL Milestone** will be paid after the individual has competed five (5) working days in the temp-to-hire position
- **JP EM Milestone** will be paid ninety (90) calendar days after the individual has been hired as a permanent employee and all the requirements of the EM Milestone have been met

F. **Payment Guidelines for On-the-Job Training (OJT) Positions:**

OJT can be utilized with the JP Contract. The OJT contract may be used when an individual lacks specific job skills to find employment matching the client’s vocational goal. In some cases the Contractor may find an employer who is offering a position matching the individual’s goal, and the employer is willing to provide the individual with on-the-job training necessary to secure a permanent position with the employer. The employer must sign an OJT contract with the DRS Counselor. When the individual is placed in an OJT position as described in the definition, the Contractor will be paid for the JP milestones as follows:

- **JP AS Milestone** will be paid prior to OJT
- **JP PL Milestone** will be paid after the individual has completed five (5) working days as a permanent employee
- **JP EM Milestone** will be paid ninety (90) calendar days after the individual has been hired as permanent employee and all the requirements of the have EM Milestone been met

G. **Minimum Contract Standards for JP**

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<tr>
<th>All JP Contractors</th>
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<tbody>
<tr>
<td>Average wages at closure</td>
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<tr>
<td>Average hours worked per week at closure</td>
</tr>
<tr>
<td>Assessment to placement ratio</td>
</tr>
</tbody>
</table>

*Number of placements divided by number of assessments.*
H. **Code of Professional Ethics**

All Contractors and all employees of the Contractors are required to abide by the six (6) principles of ethical behavior as listed below and outlined in the Commission on Rehabilitation Counselor Certification (CRCC) Code of Professional Ethics located at the following link:

https://www.crccertification.com/code-of-ethics-4

1) **Autonomy**: To respect the rights of clients to be self-governing within their social and cultural framework.

2) **Beneficence**: To do good to others; to promote the well-being of clients.

3) **Fidelity**: To be faithful; to keep promises and honor the trust placed in them.

4) **Justice**: To be fair in the treatment of all clients; to provide appropriate services to all.

5) **Nonmaleficence**: To do no harm to others.

6) **Veracity**: To be honest.

I. **Required Reporting**

1. **Contractor Reporting**: Contractors are required to report to the ESS TA when they are aware of a milestone being omitted or cancelled, when individuals change Contractors in the middle of the program, or the name of the Contractor’s company is not included on the list of available Contractors in their area.

2. **Monthly update to DRS Counselors**: The EC will send the required ESS-C-133 — *DRS Counselor Monthly Update Form(s)* to the DRS Counselor each month summarizing the individual’s current status including: activity, progress, problems or additional support needs throughout the provision of contract services.

3. **Mid-Year Reporting**: The Contractor is required to report their mid-year statistics related to the minimum contract standards for JP on the Mid-Year Contract Evaluation, and submit a current copy of the ESS-A-005 — *Contractor Staff and Training Form* by January 31st.


5. **Staff Reporting**: When any staff changes occur, Contractors must notify their ESS TA using the ESS-A-005 — *Contractor Staff and Training Form*. New staff must have completed a national background check before their start date. (For the National Background Check, only the completion date is reported on the form. **DO NOT** send the actual report. Retain copy of national background check on file for audit purposes.)

6. **Occasional Reporting**: The Contractor is required to provide additional information as needed and requested by their ESS TA. The Contractor is required to make their case records available for audit at any time at the request of the ESS Unit. A DRS Counselor may be included in the audit process.
J. Contractor Qualifications

All Contractors

Contractors may include a public, private non-profit or private for-profit entity. Contractors must designate a Project Director and employ a minimum number of staff. **The minimum staff requirement to utilize this contract is one (1) Full Time Employee (FTE).** A Contractor may not accept referrals unless the Project Director has successfully completed DRS Employment Consultant Training, and received a certificate. Job Club Trainers must complete Job Club Train the Trainer training offered by University of Oklahoma prior to delivering Job Club sessions.

Contractors are required to submit an ESS-A-001 — *ESS Contracts Information Form* by e-mail to their ESS TA, to provide or update information and request contract(s) for the current or next fiscal year. If not renewing for the next fiscal year, notify ESS TA in writing.

**Contractors are required to complete the requested Contract(s), and a Non-Collusion Certificate (OMES-CP-004SA) using the Adobe Document Cloud e-Sign process.**

Contractors must submit a completed/updated ESS-A-005 — *Contractor Staff and Training Form*, along with new training certificates for all training completed, **when staff changes occur**, with the Mid-Year ESS-A-010 — *Contract Evaluation*, and when processing contracts each fiscal year.

When a staff member of one Contractor goes to work for another Contractor, that staff member cannot continue to provide services to the individuals they were serving with the initial Contractor.

Contractors serving as the assigned SSA Employment Network (EN) and providing services to individuals with a ticket to work are ineligible to provide services against this contract. Please contact Maximus at 866-968-7842 to bill for reimbursement for services through SSA.

To cancel contract see section, **V. Standard Terms, Subsection F. Cancellation** of this contract.

New Contractors

The new Contractor and/or Project Director verifies at the start of their contract period s/he was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months. The New Contractor and/or Project Director must submit a copy of their current résumé. In addition to a twelve (12) month budget, all new Contractors must submit evidence of financial solvency documenting liquid assets or lines of credit of at least fifty thousand dollars ($50,000) for Metro Contractors or twenty-five thousand dollars ($25,000) for Rural Contractors. New Contractors must also submit a W-9. New Contractors must submit all required documentation no later than March 31st to initiate a contract and provide services during the current fiscal year.

K. Staff Qualifications

1. Job Placement Project Directors: Project Directors working under this contract must be **certified** by completing the DRS Employment Consultant Training course as provided by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET), prior to initiation of the contract. Project Directors are required to complete all additional training required for ECs. They must also attend required Project Directors’ meetings as scheduled by the ESS Unit. Advanced notice to the ESS TA is required for an excused absence.
2. EC: The minimum salary paid to an EC providing services under this contract shall be no less than twenty thousand dollars ($20,000) per year. Contractors must utilize the *Contractor Staff and Training Form* to indicate training received by each EC working under this contract at the start of the contract year, and with the mid-year report on January 31st. **Within six (6) months of their hire date, the EC must be certified by completing the DRS Employment Consultant Training course as provided by OU-NCDET.**

An EC delivering services must also successfully complete the additional training courses described below within twelve (12) months of their hire date. The required training listed below is provided by OU-NCDET.

a. Social Security Work Incentives  
b. Effective Training at Work *(online training)*  
c. Job Development/Marketing  
d. Job Club Train the Trainer Training *(required if EC is conducting Job Clubs)*  
e. Introduction to Positive Behavior Supports in the Workplace *(online training-Prerequisite for Positive Behavior Supports in the Workplace)*  
f. Positive Behavior Supports in the Workplace  
g. Instructional Supports  
h. **Blind Culture and Job Placement for Individuals with Vision Loss**

To access required online training click on the following link:

[http://ncdetlms.oucpm.org](http://ncdetlms.oucpm.org)

**Following completion of the required training listed above, six (6) hours of continuing education is required each year.** Related areas for continuing education credit include, but are not limited to, management/leadership, behavior management, time management, conflict resolution, specific disabilities, Effective Teaching and Learning (ETL), and assistive technology. Continuing education hours can be obtained through a variety of sources including, but not limited to: University of Arkansas CRP Currents, on-line training provided by Virginia Commonwealth University or other DRS recognized sources, webinars, computer based training or in-service training approved by the assigned ESS TA.

L. **Contract Compliance**

The ESS TA will review the Mid-Year and Annual Contractor Evaluations to determine if the Contractor is meeting contract requirements and/or minimum standards. The ESS TA will send a Contract Compliance Review to notify the Contractor of their compliance status. If a Contractor is found to be out-of-compliance, the Contractor must write a plan of correction outlining the steps to be implemented to meet contract compliance for the next six (6) months. The plan of correction will be submitted to the ESS TA within thirty (30) days of receiving the Contract Compliance Review. The ESS TA will review contract compliance again in six (6) months. Upon review, the ESS TA will contact the Contractor to discuss their progress and determine if an updated plan of correction is required. Once the Contractor is in compliance, the ESS TA will document this in writing and no further action is required. If the Contractor fails to follow through with their plan of correction, the Contractor must meet with the ESS Unit and develop a six (6) month plan of action. The plan of action will be reviewed by the ESS Unit at the end of six (6) months. If no progress has been made at that time, the Contractor will be placed on probation, and all new referrals will be suspended. The Contractor is required to submit a monthly
progress report while on probation. When the Contractor demonstrates progress toward achieving contract compliance, probation will be lifted.

M. **Contract Suspension**

When a Contractor is alleged to have violated ethical standards according to the Code of Professional Ethics identified in this contract and/or legal standards applicable to the treatment of individuals and claims for payments of public funds, the Contractor will be placed on temporary suspension pending the outcome of an investigation. Depending on the severity of the allegation(s) (i.e. Involving the individual(s) welfare), DRS will suspend new referrals and remove all individuals currently receiving services. For allegations not involving the welfare of the individual(s), DRS will suspend new referrals and individuals in current service status will remain with the Contractor, pending the outcome of the investigation.

If the allegation(s) involves a Contractor’s staff, DRS requires the Contractor to take immediate and appropriate action, and notify the ESS TA of action taken in writing. If appropriate action is not taken, the Contractor is subject to suspension of the contract.

In the event of a contract suspension, the DRS will send written notice transmitted via certified mail to the Contractor, and suspend the contract effective upon receipt of notice or at 5:00 PM on the fifth (5th) calendar day from the date DRS mailed the notice, whichever occurs first.

N. **Incentive Payments (send to ESS TA for payment)**

**Special Incentives**

Based on availability of DRS funds, one (1) special incentive payment may be earned per case if the following conditions are met and proper documentation is provided as described in section one (1) or two (2) below:

1. The Contractor may receive an incentive of five hundred dollars ($500) per individual for a one (1) time payment at closure, due upon successful closure by DRS Counselor, for difficult-to-serve individuals in these categories: individuals who have felony convictions, high school students who are classified by the school as severely emotionally disturbed (SED), individuals with HIV/AIDS, individuals who are legally blind, deaf with primary communication of sign language, or deaf/blind. For payment, Contractors must submit the following information to their ESS TA:
   a. Incentive Payment Form;
   b. All EM milestone documentation, and;
   c. Records of any felony conviction(s) (Oklahoma convictions available at:

   https://okoffender.doc.ok.gov

   OR

   d. Documentation of eligible disability including: DRS eligibility statement, related medical information or educational records or other identifying disability documentation.

2. Or, the Contractor may receive an incentive of five hundred dollars ($500) per individual for a one (1) time payment, **due upon successful closure by DRS Counselor**, when the individual earns
more than $21.70 per hour. This amount is based on the average hourly wage for Oklahoma at the
time this contract was written. For payment, Contractors must submit to their ESS TA the following:

a. **ESS-A-020 — Incentive Payment Form**, and;

b. All EM milestone documentation to their ESS TA along with one of the following:

   i. A wage verification letter on the employer’s letterhead which indicates a breakdown of
      monthly wages. The verification letter should also include a contact person and a
      telephone number or,

   ii. A Payroll Report from the employer which documents the individual’s name, social security
      number, paycheck date, and breakdown of monthly payments, including a contact person
      and telephone number of the employer or,

   iii. A Copy of the most current paystub/earnings statement including the individual’s name,
      address, payroll period, date issued and check amount.

### III. Compensation

#### A. Contract Amount

The DRS shall pay the Contractor pursuant to the approved fixed rates for the services authorized by
the Contract. Payment will be made upon receipt of a proper invoice documenting the provision of
services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the
contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other
parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty,
or any other promise of receipt or payment of that amount, except for those goods and/or services
provided to and accepted by the DRS pursuant to the Contract.

#### B. Payment

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the
provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses
pursuant to the contract for services to make payment to the Contractor. Invoices/claims shall be sent
to the DRS Counselor who authorized services for each DRS client. The DRS Counselor’s name,
address, and telephone number are shown on each DRS client’s Authorization for Purchase. If the
State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to
receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is
responsible for claiming the interest.

#### C. Lapse of Invoices/Claims

Proper invoices documenting the provision of services, and/or proper claims for reimbursement of
Contractor-paid travel expenses pursuant to the contract for services shall be submitted within ninety
(90) calendar days of the provision of those services, and/or incurrence of those travel expenses.
Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision
of services, and/or incurrence of travel expenses pursuant to the contract for services, unless specified
otherwise in the Contract.
IV. Special Terms

A. Travel Restriction

Because this is a fixed rate contract, certain limited travel costs are calculated into the rate. For any assignment that is thirty-five (35) miles or more one way, the Contractor can be paid mileage upon request and with prior approval from the DRS.

B. National Background Checks

1. Purpose
To protect the safety of individuals while receiving DRS services, the agency requires Employment Contractors to obtain national criminal background checks for any employees, supervisors, independent contractors or agents working under a contract with DRS. The agency further requires Employment Contractors to ensure that any of their employees, supervisors, independent contractors or agents who have criminal convictions that suggest they could pose a threat to the health and safety of DRS clients will not be assigned to work under a DRS contract if such assignment would involve access to or interaction with DRS clients.

2. Authority
DRS has determined that prudent exercise of its powers, duties and responsibilities under 74 OS 166.1 et seq shall include responsible steps to protect client safety and safeguard clients from abuse or exploitation while receiving DRS employment services. As demonstrated by other state programs serving disabled children, youth and adults, such steps may include the requirement of criminal background checks for personnel engaged in direct care and services to this population.

3. Contract monitoring
The criminal background checks required by this rule shall be national in scope, and must be conducted at least once every three (3) years. Contractor shall make the criminal background checks required by Paragraph IV.G.1 available for inspection and copying by DRS personnel upon request of DRS.

V. Standard Terms

A. Equal Opportunity/Non-Discrimination

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination in Employment Act, 42 U.S.C. §6101 et seq, and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.
B. Lobbying Activities

The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. Debarment And Suspension

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs.

D. Drug-Free Workplace

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

E. Modification

The Contract may only be modified by mutual consent of the parties in writing.

F. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

G. Access To And Retention Of Records

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S.
Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

H. Subcontracting

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

I. Compliance With State And Federal Laws

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

J. Travel

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

K. Client Confidentiality

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

L. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

M. Audit

1. Federal Funds
Organizations that expend $750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. **State Funds**
Corporations both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3. **Auditor Approval and Audit Distribution**
The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor’s fiscal managers and appropriate oversight bodies shall review the auditor’s latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58th Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor’s latest external quality control review report within 120 days of the Contractor’s fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

N. **Clean Air Act**
The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

O. **Employment Relationship**
The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers’ compensation insurance.

P. **Insurance**
If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to
this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.
Q. **Punitive Actions**

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

R. **Prior DRS Employment**

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months.

S. **Legal Employment Status Verification System**

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25 O.S. §1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312, and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at:

*www.dhs.gov/E-Verify*

T. **Contract Jurisdiction**

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

U. **Severability**

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.
VI. **Signatures**

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

Oklahoma Department of Rehabilitation Services    Contractor

_______________________________  __________________________
Signature   Date   Signature  Date

Kathy Lowry, CPPB, CPO    __________________________
Print Name

Manager Contracts & Purchasing    __________________________
Title

__________________________    __________________________
Contact Person       Telephone       Contractor's Email Address
This agreement, consisting of fifteen (15) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (“DRS”) and

Contractor Business Name
Billing Address (Address on DRS file)
City, State, ZIP

(“Contractor”), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all Contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the Oklahoma Department of Rehabilitation Services desires to purchase job placement services for DRS clients who require some assistance in finding competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice; and

WHEREAS, this contract is awarded pursuant to the approved Oklahoma Department of Rehabilitation Services Internal Acquisition Procedures, paragraph 7.1.

NOW THEREFORE, the parties agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2020, whichever is the latter, through June 30, 2021. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

This section describes the requirements for services to be delivered by the Contractor, the rates that will be paid after the required service has been delivered and approved, outcomes that are expected to be achieved for the individuals receiving job placement services, and the qualifications and performance expectations for the Contractor delivering services under the Contract.
A. **Definitions for JOBS Contract:**

JOBS Services provided under the provisions of this contract must comply with the definitions as described below. Some definitions below make reference to the Work Innovation and Opportunity Act (WIOA) Federal Regulations as located in the following link:

https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15980.pdf

1) Competitive, integrated employment means work that is:

a. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that--

1. Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;
2. Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
3. In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
4. Is eligible for the level of benefits provided to other employees; and

b. Is at a location:

1. Typically found in the community; and
2. Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire worksite, and, as appropriate to the work performed, other persons (e.g., customers and Contractors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and

c. Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

2) Employee’s Work Period begins the first day of employment and includes the next fifty-nine (59) days for a total of sixty (60) calendar days. If the individual loses their job the work period stops and resumes once the individual is replaced in another job.

3) Employment Consultant (EC) refers to a specialist who uses structured intervention techniques to help the individual learn job tasks to the employer’s specifications and learn the interpersonal skills necessary to be accepted as an employee at the job site. In addition to job site training, job coaching includes related assessment, job development, advocacy, travel training, and other services needed to maintain the employment.
4) **ESS** means Employment Support Services Unit of the DRS.

5) **ESS TA** means DRS Employment Support Services Technical Assistant.

6) **Integrated setting** means:

   a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and

   b. With respect to an employment outcome, means a setting:

   1. Typically found in the community; and
   2. Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and Contractors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.

7) **Metro Contractor** is a Contractor whose primary service areas are Lawton, Oklahoma City, Tulsa and surrounding areas.

8) **Rural Contractor** is a Contractor whose primary service areas are not covered by the Metro definition.

9) **Temporary Employment** refers to employment which is not expected to exceed a prescribed amount of time. Temporary employees are referred to as contractual, seasonal, interim or freelance. Temporary employment is not an appropriate placement for the Jobs Contract. Temporary employment does not include individuals working as a permanent employee for a temporary employment agency. **Temp-to-Hire Placement** is sometimes referred to as a probationary period and is utilized by an employer to evaluate the individual’s readiness to be hired for permanent full or part-time employment. This must be the employer’s only hiring practice.

B. **Service Model (Overview of Contract Objectives)**

The JOBS contract is intended for job placement to assist individuals with meeting their financial needs, (i.e. housing, transportation, daily living expenses, etc.) while completing services on their Individualized Plan for Employment (IPE), and **prior** to pursuing placement in their chosen IPE vocational goal. This contract is open to individuals in all priority groups who do not need supports, but may need accommodations. The **ESS-C-185 — Job Accommodation Form** will be used to document accommodations identified by the individual, employment consultant and/or employer to assist in the successful performance of job duties and for job retention. Prior to the initiation of services, the Job Service and Travel (if traveling at least thirty-five (35) miles one-way), must be pre-authorized by the DRS Counselor. An **ESS-C-133 — DRS Counselor Monthly Update Form** must be completed monthly and submitted to the DRS Counselor throughout the provision of the contract services.
An individual can utilize the job service twice during the life of their case. Each job service consists of an initial job placement and a re-placement, if necessary, within the sixty (60) day work period. If the individual loses their job prior to the completion of the sixty (60) day work period, the Contractor is only required to replace the individual in another job, one (1) additional time. Once the Contractor replaces the individual in another job, the sixty (60) day work period will resume where the initial sixty (60) day work period ended. (Ex. The individual worked for 30 calendar days during the initial placement; the sixty (60) day re-placement work period will resume on day thirty-one (31) and will last through the remainder of the sixty (60) calendar day work period) If the Contractor places the individual twice prior to the end of the sixty (60) day work period, and the individual resigns or is terminated, the Contractor will be paid. If an individual resigns or is terminated during the sixty (60) day work period, and opts out of re-placement, the Contractor will be paid. A change of Contractor prior to the completion of the sixty (60) day work period requires approval by the ESS TA and the DRS Counselor. If the individual changes Contractors prior to the completion of the sixty (60) day work period, their second and final job service will be initiated.

Once the individual is ready to pursue employment in their chosen IPE vocational goal, the individual can be moved to an employment contract appropriate for their priority group.

C. Payment Rate

The Job Service for this contract can only be authorized twice during the life of a case. The Contractor will only provide services, if the service has been pre-authorized by the DRS Counselor. All required documentation will be submitted for payment to the DRS Counselor upon completion of each service. When requesting mileage reimbursement for travel of thirty-five (35) or more miles one-way, the request must be submitted in writing, and an authorization for mileage at the current state rate must be received from the DRS Counselor, prior to travel. Billing must include all required documentation for payment, and should be typed or legibly written. Payment of the Job Service will constitute payment in full for all services delivered with the exception of mileage reimbursement, if applicable.

Job Service: $1,250.00

D. Job Service Description

Service Description: The Contractor will assist the individual with the job search process including application preparation, electronic résumé development, and job placement. If the individual is a SSA benefits recipient, the Contractor will refer the individual to a Benefits Planning Specialist, if the individual, payee, or family member has requested the service. Prior to the placement start date, the Contractor will e-mail the completed ESS-C-157 — Pre-Placement Information Form to the DRS Counselor, and the ESS TA. An individual under this contract may not become an employee of the Contractor or any business owned by the Contractor or his/her employees, unless the individual receives compensation at no less than the median hourly wage for the region or city based on job type and location (i.e. Enid, OK Metropolitan Statistical Area (MSA); Fort Smith, AR – OK MSA; Lawton, OK MSA; Oklahoma City, OK MSA; Tulsa, OK MSA; NE OK Balance of State Areas (BOS); NW OK BOS; SE OK BOS; or SW OK BOS), or the combination of the individual's hourly wage and hourly health and/or wellness benefit(s) are equal to or more than the median hourly wage for the region or city based on job type and location as identified in the applicable U.S. Department of Labor/Employment and Training Administration (USDOL/ETA) website at:
Only when the individual is hired by the Contractor and prior to the first (1st) day of work, the ESS-C-213n — O*NET median hourly wage documentation for the respective region or city must be e-mailed to the DRS Counselor and ESS TA along with the ESS-C-157 — Pre-Placement Information Form (the breakdown of the hourly wage and hourly health and/or wellness benefit(s) must be documented in the comments box of the ESS-C-157 — Pre-Placement Information Form). The ESS-C-185 — Job Accommodation Form will be used to document accommodations identified by the individual, Contractor and/or employer to assist in the successful performance of job duties and for job retention. If the individual loses their job, the Contractor will submit a completed ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and the ESS TA at the time the individual is terminated. Prior to the re-placement start date, the Contractor will submit the updated ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and ESS TA. Once the individual has completed 60 calendar days on the job, the Contractor will complete and submit the Required Case Documentation for Payment (below) to the DRS Counselor.

Outcome: The individual has been employed in a job of his/her choice, and has completed sixty (60) calendar days of work. An individual can be placed in a family business as long as the job meets the definition of competitive integrated employment. The Contractor has informed the individual, payee, and/or family of their responsibility to report earned income to the Social Security Administration (SSA) monthly, if applicable.

Required Case Documentation for Payment:

ESS-C-117 — Travel Log and Invoice (when travel is authorized. See C. Payment Rate)
ESS-C-133 — DRS Counselor Monthly Update Form(s)
ESS-C-157 — Prior to start date, ESS-C-157 — Pre-Placement Information Form (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-161 — Job Analysis
ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-181 — Prior to or on start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-185 — Job Accommodation Form
ESS-C-189 — Agreement to Report SSA Earnings, if SSA Recipient
ESS-C-193 — SSA Earnings Report Letter, if SSA Recipient
ESS-C-213n — ONLY when hired by the Contractor and prior to start date, O*NET median hourly wage documentation for the region or city where the job is located (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-285n — Electronic Résumé
ESS-C-389 — JOBS 60 Day Completion Report
ESS-C-393 — The JOBS Billing Form

E. Payment Guidelines for Temp-to-Hire Positions:
When the individual is placed in a temp-to-hire position, as described in the definition, the Contractor will be paid sixty (60) calendar days after the individual begins working in the temp-to-hire position.

F. Code of Professional Ethics

All Contractors and all employees of the Contractors are required to abide by the six principles of ethical behavior as listed below and outlined in the Commission on Rehabilitation Counselor Certification (CRCC) Code of Professional Ethics located at the following link:

https://www.crccertification.com/code-of-ethics-4

1) Autonomy: To respect the rights of clients to be self-governing within their social and cultural framework.
2) Beneficence: To do good to others; to promote the well-being of clients.
3) Fidelity: To be faithful; to keep promises and honor the trust placed in them.
4) Justice: To be fair in the treatment of all clients; to provide appropriate services to all.
5) Nonmaleficence: To do no harm to others.
6) Veracity: To be honest.

G. Required Reporting

1. Contractor Reporting: Contractors are required to report to the ESS TA when individuals change Contractors in the middle of the program, or the name of the Contractor’s company is not included on the list of available Contractors in their area.

2. Monthly update to DRS Counselors: The EC will send the required ESS-C-133 — DRS Counselor Monthly Update Form to the DRS Counselor each month summarizing the individual’s current status including: activity, progress, problems or additional support needs.

3. Mid-Year Reporting: The Contractor is required to report the number of individuals placed under this contract on the mid-year ESS-A-010 — Contract Evaluation, and submit a current copy of the ESS-A-005 — Contractor Staff and Training Form by January 31st.

4. Annual Reporting: The Contractor is required to report the number of individuals placed on the Annual Contract Evaluation by July 31st.

5. Staff Reporting: When any staff changes occur, Contractors must notify their ESS TA using the ESS-A-005 — Contractor Staff and Training Form. New staff must have completed a national background check before their start date. (For the National Background Check, only the completion date is reported on the form. Do NOT send the actual report. Retain copy of national background check on file for audit purposes.)

6. Occasional Reporting: The Contractor is required to provide additional information as needed and requested by their ESS TA. The Contractor is required to make their case records available for audit at any time at the request of the ESS Unit. A DRS Counselor may be included in the audit process.
H. Contractor Qualifications

All Contractors

Contractors may include a public, private non-profit or private for-profit entity. Contractors must designate a Project Director to supervise and provide job placement assistance services. The minimum staff requirement to utilize this contract is one (1) Full Time Employee (FTE). A Contractor may not accept referrals, unless the Project Director has successfully completed DRS Employment Consultant Training, and received a certificate.

Contractors are required to submit an ESS-A-001 — ESS Contracts Information Form by e-mail to their ESS TA, to provide or update information and request contract(s) for the current or next fiscal year. If not renewing for the next fiscal year, notify ESS TA in writing.

Contractors are required to complete the requested contract(s), and Non-Collusion Certificate(s) (OMES-CP-004SA) using the Adobe Document Cloud e-Sign process.

Contractors must submit a completed/updated ESS-A-005 — Contractor Staff and Training Form, along with new training certificates for all training completed, when staff changes occur, with the mid-year ESS-A-010 — Contract Evaluation, and when processing contracts each fiscal year.

When a staff member of one Contractor goes to work for another Contractor, that staff member cannot continue to provide services to the individuals they were serving with the initial Contractor.

Contractors serving as the assigned SSA Employment Network (EN) and providing services to individuals with a ticket to work are ineligible to provide services against this contract. Please contact Maximus at 866-968-7842 to bill for reimbursement for services through SSA.

To cancel contract, see section V. Standard Terms, subsection F. Cancellation of this contract.

New Contractors

The new Contractor and/or Project Director verifies at the start of their contract period s/he was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months. The new Contractor and/or Project Director must submit a copy of their current résumé. In addition to a twelve (12) month budget, all new Contractors must submit evidence of financial solvency documenting liquid assets or lines of credit of at least fifty thousand dollars ($50,000) for Metro Contractors or twenty-five thousand dollars ($25,000) for Rural Contractors. New Contractors must also submit a W-9. New Contractors must submit all required documentation no later than March 31st to initiate a contract and provide services during the current fiscal year.

I. Staff Qualifications

JOBS Project Directors: Project Directors working under the Contract must be certified by completing the DRS Employment Consultant Training course as provided by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET), prior to initiation of the contract. Project Directors are required to complete all additional training required for ECs. They must
also attend required Project Directors’ meetings as scheduled by the ESS Unit. Advanced notice to ESS TA is required for an excused absence.

**Employment Consults (EC):** The minimum salary paid to an EC providing services under this contract will be no less than twenty thousand dollars ($20,000) per year. Contractors must utilize the **ESS-A-001 — Contractor Staff and Training Form** to indicate training received by each EC working under this contract at the start of the contract year and with the mid-year report on January 31st. **Within six (6) months of their hire date, EC’s must be certified by completing the DRS Employment Consultant Training course as provided by OU-NCDET.**

All EC’s delivering services must also successfully complete the additional training courses described below within twelve (12) months of hire. Required training listed below is provided by OU-NCDET.

1. Social Security Work Incentives
2. Effective Training at Work (online training)
3. Job Development/Marketing
4. Job Club Train the Trainer Training *(required if EC is conducting Job Clubs)*
5. Introduction to Positive Behavior Supports in the Workplace *(online training, prerequisite for Positive Behavior Supports in the Workplace)*
6. Positive Behavior Supports in the Workplace
7. Instructional Supports
8. **Blind Culture and Job Placement for Individuals with Vision Loss**

To access required online training click on the following link:

[http://ncdetlms.oucpm.org](http://ncdetlms.oucpm.org)

Following completion of the required training listed above, six (6) hours of continuing education is required each year. Related areas for continuing education credit include, but are not limited to, management/leadership, behavior management, time management, conflict resolution, specific disabilities, Effective Teaching and Learning (ETL), and assistive technology. Continuing education hours can be obtained through a variety of sources including, but not limited to: University of Arkansas Currents, online training provided by Virginia Commonwealth University or other DRS recognized sources, computer based training or in-service training provided by the assigned ESS TA.

**J. Contract Compliance**

The ESS TA will review the Mid-Year and Annual Contract Evaluations to determine if the Contractor is meeting contract requirements and/or minimum standards. The ESS TA will send an **ESS-A-035 — Contract Compliance Report** to notify the Contractor of their compliance status. If a Contractor is found to be out-of-compliance, the Contractor must write a plan of correction outlining the steps to be implemented to meet contract compliance for the next six (6) months. The plan of correction will be submitted to the ESS TA within thirty (30) days of receiving the **ESS-A-035 — Contract Compliance Report.** The ESS TA will review contract compliance again in six (6) months. Upon review, the ESS TA will contact the Contractor to discuss their progress and determine if an updated plan of correction is required. Once the Contractor is in compliance, the ESS TA will document this in writing and no further action is required. If the Contractor fails to follow through with their plan of correction, the Contractor must meet with the ESS Unit and develop a six (6) month plan of action. The plan of...
action will be reviewed by the ESS Unit at the end of six (6) months. If no progress has been made at that time, the Contractor will be placed on probation, and all new referrals will be suspended. The Contractor is required to submit a monthly progress report while on probation. When the Contractor demonstrates progress toward achieving contract compliance, probation will be lifted.
K. **Contract Suspension**

When a Contractor is alleged to have violated ethical standards according to the Code of Professional Ethics identified in this contract and/or legal standards applicable to the treatment of individuals and claims for payment of public funds, the Contractor will be placed on temporary suspension pending the outcome of an investigation. Depending on the severity of the allegation(s) (i.e. involving the individual(s) welfare), DRS will suspend new referrals and remove all individuals currently receiving services. For allegations not involving the welfare of the individual(s), DRS will suspend new referrals and individuals in current service status will remain with the Contractor, pending the outcome of the investigation.

If the allegation(s) involves a Contractor’s staff, DRS requires the Contractor to take immediate and appropriate action, and notify the ESS TA of action taken in writing. If appropriate action is not taken, the Contractor is subject to suspension of the contract.

In the event of a contract suspension, the DRS will send written notice transmitted via certified mail to the Contractor, and suspend the contract effective upon receipt of notice or at 5:00 PM on the fifth (5th) calendar day from the date DRS mailed the notice, whichever occurs first.

III. **Compensation**

A. **Contract Amount**

In consideration of the satisfactory performance of said services, the DRS agrees to pay the Contractor the uniform rate of one thousand two hundred fifty dollars ($1250.00). Payment shall be made upon receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

B. **Payment**

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/claims shall be sent to the DRS Counselor who authorized services for each DRS client. The DRS Counselor’s name, address, and telephone number are shown on each DRS client’s Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

C. **Lapse Of Invoices/Claims**

Proper invoices documenting the provision of services, and/or proper claims for reimbursement of Contractor-paid travel expenses pursuant to the Contract for services shall be submitted within ninety
(90) calendar days of the provision of those services, and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services, and/or incurrence of travel expenses pursuant to the Contract for services, unless specified otherwise in the Contract.

IV. **Special Terms**

A. **Travel Restriction**

Because this is a uniform rate contract, certain limited travel costs are calculated into the rate. For any assignment that is thirty-five (35) miles or more one way, the Contractor can be paid mileage upon request and with prior approval from the DRS.

B. **National Background Checks**

1. **Purpose**

   To protect the safety of individuals while receiving DRS services, the agency requires Employment Contractors to obtain national criminal background checks for any employees, supervisors, independent contractors or agents working under a contract with DRS. The agency further requires Employment Contractors to ensure that any of their employees, supervisors, independent contractors or agents who have criminal convictions that suggest they could pose a threat to the health and safety of DRS clients will not be assigned to work under a DRS contract if such assignment would involve access to or interaction with DRS clients.

2. **Authority**

   DRS has determined that prudent exercise of its powers, duties and responsibilities under 74 OS 166.1 et seq shall include responsible steps to protect client safety and safeguard clients from abuse or exploitation while receiving DRS employment services. As demonstrated by other state programs serving disabled children, youth and adults, such steps may include the requirement of criminal background checks for personnel engaged in direct care and services to this population.

3. **Contract monitoring**

   The criminal background checks required by this rule shall be national in scope, and must be conducted at least once every three (3) years. Contractor shall make the criminal background checks required by Paragraph IV.G.1 available for inspection and copying by DRS personnel upon request of DRS.

V. **Standard Terms**

A. **Equal Opportunity/Non-Discrimination**

   The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination in Employment Act, 42 U.S.C. §6101 et seq. and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those
seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

**B. Lobbying Activities**

The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

**C. Debarment And Suspension**

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs.

**D. Drug-Free Workplace**

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

**E. Modification**

The Contract may only be modified by mutual consent of the parties in writing.

**F. Cancellation**

1. **With Cause:** In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. **Without Cause:** It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.
G. **Access To And Retention Of Records**

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

H. **Subcontracting**

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

I. **Compliance With State And Federal Laws**

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

J. **Travel**

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

K. **Client Confidentiality**

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

L. **Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
M. Audit

1. Federal Funds
Organizations that expend $750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. State Funds
Corporations both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3. Auditor Approval and Audit Distribution
The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor’s fiscal managers and appropriate oversight bodies shall review the auditor’s latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58th Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor’s latest external quality control review report within 120 days of the Contractor’s fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

N. Clean Air Act
The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

O. Employment Relationship
The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers’ compensation insurance.

P. Insurance
If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned
by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

Q. Punitive Actions

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

R. Prior DRS Employment

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months.

S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25 O.S. §1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312, and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at: www.dhs.gov/E-Verify.

T. Contract Jurisdiction

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

U. Severability

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.
VI. Signatures

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

Oklahoma Department of Rehabilitation Services  Contractor

Signature          Date        Signature               Date
Kathy Lowry, CPPB, CPO        ____________________________
Print Name
Manager Contracts & Purchasing              ____________________________
Title

Contact Person               Telephone

Contractor’s Email Address
STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
SUPPORTED EMPLOYMENT SERVICES

This agreement, consisting of twenty-eight (28) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (“DRS”) and

Contractor Business Name
Billing/Mailing Address
City, State Zip

(“Contractor”), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the Oklahoma Department of Rehabilitation Services is the designated state agency authorized to provide Supported Employment Services (SE) for Oklahomans with the most significant disabilities to employment pursuant to 29 U.S.C. § 795 -795n, 34 C.F.R. Part 363 and the State Plan for Vocational Rehabilitation Services and Supplement for Supported Employment Services; and

WHEREAS, the Oklahoma Commission for Rehabilitation Services has promulgated rules governing the SE Program at O.A.C. 612:10-7-179 – 184; and

WHEREAS, the Oklahoma Department of Rehabilitation Services desires to purchase SE services which will result in integrated, competitive employment with supports for individuals with the most significant disabilities to employment; and

WHEREAS, the fees for services set forth herein have been approved as fixed rates by the Oklahoma Commission for Rehabilitation Services and the Oklahoma Department of Central Services; and

WHEREAS, this contract is awarded pursuant to the approved Oklahoma Department of Rehabilitation Services Internal Acquisition Procedures, paragraph 7.1; and

WHEREAS, this contract is awarded pursuant to 74 O.S. § 85.7.A.11.

NOW THEREFORE, the DRS and the Contractor agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2020, whichever is the latter, through June 30, 2021. The Contract may be renewed for two (2) additional one-year periods upon written agreement of the DRS and the Contractor.
II. **Contract Services**

This section describes requirements for services to be delivered by the Contractor, rates that will be paid after the required service has been delivered and approved, outcomes that are expected to be achieved for the individuals receiving supported employment and the qualifications and performance expectations for the Contractor delivering services under this Contract.

A. **Definitions for Supported Employment**

Supported Employment provided under the provisions of this contract must comply with the definitions as described. Some definitions below make reference to the Work Innovation and Opportunity Act (WIOA) Federal Regulations as located in the following link:

[https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15980.pdf](https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15980.pdf)

1) **Competitive, integrated employment** means work that:

   a. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that:

      1. Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;

      2. Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and

      3. In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and

      4. Is eligible for the level of benefits provided to other employees; and

   b. Is at a location:

      1. Typically found in the community, and;

      2. Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire worksite, and, as appropriate to the work performed, other persons (e.g., customers and Contractors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and

      3. Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

2) **Employee’s Work Week** begins the first (1st) day of employment and includes the next six (6) days. This sequence remains constant throughout employment. If the individual is placed in another job, the work week begins the first day of the new employment.
3) **Employment Consultant (EC)** refers to a specialist who uses structured intervention techniques to help the individual learn job tasks to the employer’s specifications and learn the interpersonal skills necessary to be accepted as an employee at the job site. In addition to job site training, job coaching includes related assessment, job development, advocacy, travel training, and other services needed to maintain the employment.

4) **Employment Outcome** means, with respect to an individual, entering, advancing in, or retaining Full-time or, if appropriate, Part-time competitive integrated employment, as defined at 34 C.F.R. § 361.5(c)(9) (including customized employment, self-employment, telecommuting, or business ownership), or supported employment as defined at 34 C.F.R. 361.5(c)(53), that is consistent with an individual’s unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

5) **ESS** means Employment Support Services Unit of the DRS.

6) **ESS TA** means DRS Employment Support Services Technical Assistant.

7) **Extended Services** means ongoing support services and other appropriate services that are:

   a. Needed to support and maintain an individual with a most significant disability including a youth with a most significant disability, in supported employment;

   b. Organized or made available, individually or in combination, in such a way as to assist an eligible individual in maintaining supported employment;

   c. Based on the needs of an eligible individual, as specified in an individualized plan for employment;

   d. Provided by a State agency, a private nonprofit organization, employer, or any other appropriate resource, after an individual has made the transition from support from the DRS; and

   e. Provided to a youth with a most significant disability by the DRS in accordance with requirements set forth in 34 C.F.R part 361.5 and part 363 for a period not to exceed four years, or at such time that a youth reaches age 25 and no longer meets the definition of a youth with a disability pursuant to 34 C.F.R. 361.5(c)(58), whichever occurs first. The DRS may not provide extended services to an individual with a most significant disability who is not a youth with a most significant disability.

8) **Integrated setting** means:

   a. With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with nondisabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; and

   b. With respect to an employment outcome, means a setting:

      1. Typically found in the community, and;

      2. Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and Contractors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.
9) **Metro Contractor** is a contractor whose primary service areas are Lawton, Oklahoma City, Tulsa and surrounding areas.

10) **Natural supports** mean any assistance, relationships or interactions that allow an individual to maintain employment in ways that correspond to the typical work routines and social interactions of other employees. Natural supports may be developed through relationships with co-workers or put into place by the adaptation of the work environment itself, depending on the support needs of the individual and the environment.

11) **Ongoing Support Services**, as used in the definition of supported employment, means services that:

   a. Are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment;
   
   b. Are identified based on a determination by the DRS of the individual’s need as specified in an individualized plan for employment;
   
   c. Are furnished by the DRS from the time of job placement until transition to extended services, unless post-employment services are provided following transition, and thereafter by one or more extended services providers throughout the individual’s term of employment in a particular job placement;

   d. **Include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability** based on:

      1. A minimum of, twice-monthly monitoring at the worksite of each individual in supported employment; or
      2. If under specific circumstances, especially at the request of the individual, the individualized plan for employment provides for off-site monitoring, twice monthly meetings with the individual;

   e. Consist of:

      1. Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs described at 34 C.F.R. § 361.5(c)(5)(ii);
      2. The provision of skilled job trainers who accompany the individual for intensive job skill training at the work site;
      3. Job development and training;
      4. Social skills training;
      5. Regular observation or supervision of the individual;
      6. Follow-up services including regular contact with the employers, the individuals, the parents, family members, guardians, advocates or authorized representatives of the individuals, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement;
      7. Facilitation of natural supports at the worksite;
      8. Any other service identified in the scope of vocational rehabilitation services for individuals, described in § 361.48(b); or
      9. Any service similar to the foregoing services.

12) **Rural Contractor** is a Contractor whose primary service areas are not covered by the Metro definition.
13) **Stabilization** means the period of time EC support is reduced to the long-term maintenance level where the individual retains employment, and personal satisfaction with the job, as well as employer satisfaction with the individual’s job performance.

14) **Supported Employment (SE)** means competitive integrated employment, including customized employment, or employment in an integrated work setting in which an individual with a most significant disability, including a youth with the most significant disability, is working on a short term basis toward competitive integrated employment that is individualized, and customized, consistent with the unique strengths, abilities, interests and informed choice of the individual including with ongoing support services for individuals with the most significant disabilities:

a. For whom competitive integrated employment has not historically occurred, or for whom competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and

b. Who, because of the nature and severity of their disabilities, need intensive supported employment services and extended services after the transition from support provided by the designated state unit, in order to perform this work.

15) **Supported Employment Services** means ongoing support services, including customized employment, and other appropriate services needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment that are:

a. Organized and made available, singly or in combination, in such a way as to assist an eligible individual to achieve competitive integrated employment;

b. Based on a determination of the needs of an eligible individual, as specified in an individualized plan for employment;

c. Provided by the DRS for a period of time not to exceed 24 months, unless under special circumstances the eligible individual and the rehabilitation counselor jointly agree to extend the time to achieve the employment outcome identified in the individualized plan for employment; and

d. Following transition, as postemployment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment.

16) **Temporary Employment** refers to employment which is not expected to exceed a prescribed amount of time. Temporary employees are referred to as contractual, seasonal, interim or freelance. Temporary employment is not an appropriate placement for the milestone contract because the placement will never result in a successful closure. Temporary employment does not include individuals working as a permanent employee for a temporary employment agency. **Temp-To-Hire** is sometimes referred to as a probationary period and is utilized by an employer to evaluate the individual’s readiness to be hired for permanent full or part-time employment. This must be the employer’s only hiring practice.

**B. Service Model (Overview of Contract Objectives)**

The DRS Counselor, working with the individual and the Contractor, will designate the service to be used and whether the individual meets the regular or highly challenged criteria. An individual receiving
SE services can access: the Career Exploration, Internship, Onsite Supports and Training and Extended Services for Transition Services using the Customized Employment contract (both SE and CE must be listed on the IPE, and the Contractor must also have both contracts). Youth who are currently enrolled in high school can begin receiving services under this contract during their final year. At the time of referral, the DRS Counselor will provide the Contractor with a copy of the Eligibility Determination Form, Individualized Plan for Employment (IPE) and Personal Information Form. Once the intake appointment is scheduled, the Contractor will send an ESS-C-397 — SE Authorization Request Form to the DRS Counselor. The DRS Counselor will authorize for the Assessment and Vocational Preparation or Placement milestones within five (5) business days. The Contractor should contact the DRS Counselor and ask for the authorization to be sent if not received within five (5) business days.

Prior to the initiation of services, the SE Milestones and travel, if applicable, must be pre-authorized by the DRS Counselor. An ESS-C-133 — DRS Counselor Monthly Update Form must be completed and submitted every month to the DRS Counselor as an email attachment throughout the provision of the contract services. If an individual loses their job before the completion of the EM milestone, the Contractor is required to replace the individual in another job at no cost to the DRS and continue to provide the training and supports necessary to get the individual to successful case closure.

C. **Supported Employment Services**

Supported Employment Services are intended for individuals with the most significant disabilities (Priority Group 1) who require:

1. Substantial assistance to verify or modify vocational goal;
2. Substantial assistance to prepare the individual during the job search process;
3. A significant degree of job site support to learn job tasks, gain work adjustment skills and stabilize in employment; and
4. Long-term support to retain employment.

D. **Milestone Rates**

The milestones for this contract can only be authorized once per case, per Contractor. The Contractor will only provide services if the milestone(s) has been pre-authorized by the DRS Counselor. When requesting mileage reimbursement for travel of thirty-five (35) or more miles one-way, the request must be submitted in writing and an authorization at the current state rate must be received from DRS Counselor prior to travel. Billing must include all Required Case Documentation for Payment and should be typed or legibly written. Payment of a milestone will constitute payment in full for all services delivered, with the exception of mileage reimbursement, if authorized.

**Regular Rate:**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>AS Milestone: Assessment and Career Planning</td>
<td>$625.00</td>
</tr>
<tr>
<td>VP Milestone: Vocational Preparation (Optional)</td>
<td>$625.00</td>
</tr>
<tr>
<td>PL Milestone: Job Placement</td>
<td>$1,688.00</td>
</tr>
<tr>
<td>R4 Milestone: Four (4) Weeks Job Support</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>R8 Milestone: Eight (8) Weeks Job Support</td>
<td>$1,688.00</td>
</tr>
<tr>
<td>ST Milestone: Job Stabilization</td>
<td>$2,125.00</td>
</tr>
<tr>
<td>EM Milestone: Successful Employment</td>
<td>$2,875.00</td>
</tr>
</tbody>
</table>
Highly Challenged Rate:
- AS Milestone: Assessment and Career Planning $625.00
- VP Milestone: Vocational Preparation (Optional) $625.00
- PL Milestone: Job Placement $3,125.00
- R4 Milestone: Four (4) Weeks Job Support $1,875.00
- R8 Milestone: Eight (8) Weeks Job Support $1,875.00
- ST Milestone: Job Stabilization $2,125.00
- EM Milestone: Successful Employment $4,125.00

E. Supported Employment Milestone Descriptions

SE AS Milestone: Assessment and Career Planning

Service Description: The ESS-C-397 — SE Authorization Request Form must be submitted to the DRS Counselor once the intake appointment is scheduled. An ESS-C-409 — SE Plan for Assessment will be developed with the individual. The Plan will use the individual’s job choice to identify appropriate sites for two (2) situational assessments. Prior to completing the assessments, the Contractor will schedule a Team Meeting to review the ESS-C-409 — SE Plan for Assessment with the DRS Counselor, individual and any other relevant team members. During the Team Meeting, the ESS-C-409 — SE Plan for Assessment will be approved, or amended and approved if needed. The results of the Team Meeting will be documented on the ESS-C-173 — Team Meeting Narrative and submitted with the approved or amended ESS-C-409 — SE Plan for Assessment. The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. When using other technology assisted communication, the individual must be physically present with either the DRS Counselor or Contractor. (Such as: telephone conference calls, Zoom or Skype meetings, to allow for real-time participation by all team members.)

The Contractor must have a copy of the DRS IPE prior to conducting the Situational Assessments to be in compliance with Department of Labor (DOL) 64c08. A Job Analysis will be completed prior to the start of each situational assessment to identify the critical components of the job. A minimum of two (2) situational assessments, at least two (2) hours each, will be completed in two (2) different integrated work settings. The ESS-C-161 — Job Analysis and the ESS-C-139 — Situational Assessment Report will be used to complete the ESS-C-297 — Compatibility Analysis. If the first situational assessment results in employment, a second situational assessment is not required for payment. The Contractor may choose to complete one (1) situational assessment in their facility if it is based on an actual job which matches the individual’s vocational goal on the IPE. When an in-house situational assessment is completed, a ESS-C-289n — Job Description must be submitted with the Required Case Documentation for Payment of the SE AS Milestone. The SE AS Milestone Report will be completed in collaboration with the individual to summarize the results of the situational assessments. Contractor will complete and submit all Required Case Documentation for Payment to the DRS Counselor.

Required Case Documentation for Payment of SE AS Milestone:
- ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)
ESS-C-133 — **DRS Counselor Monthly Update Form(s)** (email each month to DRS Counselor as an attachment when SE AS Milestone lasts more than one (1) month from date of referral)

ESS-C-139 — *Situational Assessment Reports*

ESS-C-161 — *Job Analysis*

ESS-C-173 — *Team Meeting Narrative*

ESS-C-289n — *Job Description* (when in-house situational assessment is completed)

ESS-C-297 — *Compatibility Analysis*

ESS-C-397 — **SE Authorization Request Form** (after the initial meeting with individual, for first two milestones planned)

ESS-C-401 — **SE Milestone Billing Form**

ESS-C-405 — **SE AS Milestone Report**

ESS-C-409 — **SE Plan for Assessment**

ESS-C-413 — **Highly Challenged Criteria Form** with documentation (e-mail to DRS Counselor) and e-mail to ESS TA only if choosing “Other” on the form, if applicable

ESS-C-413 — **Highly Challenged Criteria Form** with documentation (e-mail to the Contractor by the DRS Counselor) and e-mail to ESS TA only if choosing “Other” on the form, if applicable

**SE VP Milestone: Vocational Preparation (Job Club) (Optional Service)**

**Vocational Preparation** is intended for individuals who can tolerate and benefit from classroom training and transfer skills learned from the educational/classroom approach to a “real world” setting. Individuals with a primary diagnosis of mental illness, physical disabilities and individuals with an acquired brain injury who have little or no recent competitive work experience are the groups traditionally (but not exclusively) served under this milestone. This service may be used only one (1) time, but at any point in the employment process.

**Service Description:** The individual will complete Job Club training, a group vocational exploration process, consisting of a minimum of **fifteen (15) hours** and conducted in a group of at least three (3), but no more than eight (8) individuals. Job Club may be conducted on an individual basis with ESS TA approval in advance. Job Club will be provided by an EC who has completed the Job Club Train-the-Trainers training. The Contractor will maintain an ESS-C-321 — *Job Club Sign-In Sheet* for each individual's attendance which includes a list of the training goals achieved each day. The Contractor will complete and submit all **Required Case Documentation for Payment of SE VP (Job Club) Milestone** to DRS Counselor.

**Outcome:** The individual has successfully completed all Job Club training goals including but not limited to:

1. Work adjustment skills and ego strength building;
2. Substantial assistance in learning how to obtain and maintain employment;
3. Clarification of strengths, interests and career choice;
4. Short-term and long-term vocational goals.
Required Case Documentation for Payment of SE VP (Job Club) Milestone:

ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)

ESS-C-133 — DRS Counselor Monthly Update Form(s) (email each month to DRS Counselor as an attachment)

ESS-C-317n — Copies of summary pages from vocational interest inventories

ESS-C-321 — Job Club Sign-In Sheet

ESS-C-325 — Copy of Certificate of Completion issued to individual

ESS-C-397 — SE Authorization Request Form (for SE R4 milestone)

ESS-C-401 — SE Milestone Billing Form

SE PL Milestone: Job Placement

Service Description: The Contractor will prepare the individual and support them during the job placement process. R4 begins the first (1st) day of SE Placement. (Refer to the R4 Milestone Service Description for the required number of support visits and time required per support visit.) An ESS-C-161 — Job Analysis must be completed before the first (1st) day of work. Prior to the start date, the ESS-C-157 — Pre-Placement Information Form will be completed and e-mailed to the DRS Counselor and ESS TA. An individual under this contract may not become an employee of the Contractor or any business owned by the Contractor or his/her employees, unless the individual receives compensation at no less than the median hourly wage for the region or city based on job type and location (i.e. Enid, OK Metropolitan Statistical Area (MSA); Fort Smith, AR – OK MSA; Lawton, OK MSA; Oklahoma City, OK MSA; Tulsa, OK MSA; NE OK Balance of State Areas (BOS); NW OK BOS; SE OK BOS; or SW OK BOS), or the combination of the individual’s hourly wage and hourly health and/or wellness benefit(s) are equal to or more than the median hourly wage for the region or city based on job type and location as identified in the applicable U.S. Department of Labor/Employment and Training Administration (USDOL/ETA) website at https://www.onetonline.org/

When the individual is hired by the Contractor, prior to or on the first (1st) day of work, the ESS-C-213n — O*NET median hourly wage documentation for the respective region or city must be e-mailed to the DRS Counselor and ESS TA along with the ESS-C-157 — Pre-Placement Information Form (the breakdown of the hourly wage and hourly health and/or wellness benefit(s) when applicable, must be documented in the comments box of the ESS-C-157 — Pre-Placement Information Form). The ESS-C-161 — Job Analysis (completed before the first (1st) day of work) and ESS-C-139 — Situational Assessment Reports will be used to identify specific supports and accommodations on the ESS-C-185 — Job Accommodation Form. For individuals receiving SSA benefits, the Contractor must provide the individual with copies of the ESS-C-189 — Agreement to Report SSA Earnings and the ESS-C-193 — SSA Earnings Report Letter. If the individual loses their job prior to the completion of five (5) days on the job, the Contractor will submit a completed ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and the ESS TA at the time the contractor is notified the individual was terminated. Prior to or on the re-placement start date, the Contractor will submit an update the ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and ESS TA. The Contractor will complete
and submit all Required Case Documentation for Payment of the SE PL Milestone to DRS Counselor.

**Outcome:** The individual has been employed in a job of his/her choice that meets the requirements of supported employment, and has completed five (5) working days on the job. An individual can be placed in a family business as long as the job meets the definition of competitive integrated employment. The Contractor has identified needed supports and assisted the individual with negotiating job accommodations. The Contractor has informed the individual, payee and/or family of their responsibility to report earned income to the SSA monthly, if SSA Recipient.

**Required Case Documentation for Payment of SE PL Milestone:**

- **ESS-C-117** — *Travel Log and Invoice* (when travel is authorized. See D. Milestone Rates)
- **ESS-C-133** — *DRS Counselor Monthly Update Form(s)* (email each month to DRS Counselor as an attachment)
- **ESS-C-157** — Prior to or on start date, **ESS-C-157** — *Pre-Placement Information Form* (e-mail to DRS Counselor and Cc ESS TA)
- **ESS-C-161** — *Job Analysis* (completed before first (1st) day of work)
- **ESS-C-181** — Upon Contractor notice of termination, **ESS-C-181** — *Termination/Re-Placement Report*, (e-mail to DRS Counselor and Cc ESS TA)
- **ESS-C-181** — Prior to or on start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
- **ESS-C-185** — *Job Accommodation Form*
- **ESS-C-189** — *Agreement to Report SSA Earnings, If SSA Recipient*
- **ESS-C-193** — *SSA Earnings Report Letter, If SSA Recipient*
- **ESS-C-213n** — Prior to start date, when hired by the Contractor, **ESS-C-213n** — *O*NET median hourly wage documentation for the region or city where the job is located (e-mail to DRS Counselor and Cc ESS TA)
- **ESS-C-397** — *SE Authorization Request Form* (for SE R8 Milestone)
- **ESS-C-401** — *SE Milestone Billing Form*
- **ESS-C-417** — *SE PL Milestone Report*

**SE R4 Milestone:** Four (4) Weeks Job Support (Retention – four (4) weeks)

**Service Description:** The Contractor will provide at least three (3) or more intensive onsite supports and training each week at a minimum of one (1) hour per support visit to assist the individual to learn their job duties and appropriate work-site behaviors. The Contractor will schedule a Team Meeting with the individual, DRS Counselor, and any other relevant team members within the first two (2) weeks of employment to review the individual’s progress on the job.

The Team will identify a plan for onsite training and support to meet the individual’s needs with stabilizing and maintaining employment. The Team will also identify a plan for fading including onsite fading based on the individual’s needs during the remainder of R-4 and R-8. The results of the Team
Meeting will be documented on the ESS-C-173 — Team Meeting Narrative. The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. When using other technology assisted communication, the individual must be physically present with either the DRS Counselor or Contractor. (Such as: telephone conference calls, Zoom or Skype meetings, to allow for real-time participation by all team members.)

For individuals receiving services under the highly challenged criteria, the Contractor will provide three (3) or more intensive onsite supports and training each week at a minimum of two (2) hours per support visit. The Contractor will provide or arrange for implementation of supports as identified on the ESS-C-229 — Natural Supports Plan. Any changes to specific supports and accommodations previously identified should be updated on the ESS-C-185 — Job Accommodation Form. If the individual loses their job, upon notification of termination, the Contractor will submit the ESS-C-181 — Termination/Re-Placement Report. On or prior to the re-placement start date, the Contractor will submit the updated ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and ESS TA. The Contractor will complete and submit all Required Case Documentation for Payment of the SE R4 Milestone to the DRS Counselor.

Outcome: The individual has worked successfully for a minimum of four (4) weeks, beginning with the first (1st) day of employment and has received all appropriate support services. Only weeks where the hours worked exceeded forty percent (40%) of the weekly work goal are counted toward the minimum four (4) weeks.

Required Case Documentation for Payment of SE R4 Milestone:

- ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)
- ESS-C-133 — DRS Counselor Monthly Update Form(s) (email each month to DRS Counselor as an attachment)
- ESS-C-173 — Team Meeting Narrative
- ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)
- ESS-C-181 — Prior to or on start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
- ESS-C-185 — Job Accommodation Form (if updated)
- ESS-C-225 — Record of Hours Worked
- ESS-C-229 — Natural Supports Plan
- ESS-C-237n — Current Pay Stub/Earnings Statement
- ESS-C-397 — SE Authorization Request Form (for SE ST Milestone)
- ESS-C-401 — SE Milestone Billing Form
- ESS-C-421 — SE R4 Milestone Report

SE R8 Milestone: Eight (8) Weeks Job Support (Retention – eight (8) weeks cumulative)

Service Description: The Contractor will provide at least one (1) or more onsite supports and training each week at a minimum of thirty (30) minutes per support visit. For individuals receiving services under
the highly challenged criteria, the Contractor will provide at least two (2) or more onsite supports and training each week at a minimum of thirty (30) minutes per support visit.

The Contractor will review/update all training and supports provided to the individual on the ESS-C-229 — Natural Supports Plan and submit for payment if changes are made. The ESS-C-249 — Employee Satisfaction Survey must be completed and retained in the individual’s case file. Any changes to specific supports and accommodations previously identified should be updated on the ESS-C-185 — Job Accommodation Form. If the individual loses their job, upon notification of termination, the Contractor will submit the ESS-C-181 — Termination/Re-Placement Report. On or prior to the re-placement start date, the Contractor will submit the updated above ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and ESS TA. The Contractor will complete and submit all Required Case Documentation for Payment of the SE R8 Milestone to DRS Counselor.

**Outcome:** The individual has worked successfully for a minimum of eight (8) weeks, beginning with the first (1st) day of employment and has received all appropriate support services. Only weeks where the hours worked exceeded forty percent (40%) of the weekly work goal are counted toward the minimum eight (8) weeks.

**Required Case Documentation for Payment of SE R8 Milestone:**

ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)

ESS-C-133 — DRS Counselor Monthly Update Form(s) (email each month to DRS Counselor as an attachment)

ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-181 — Prior to or on start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)

ESS-C-185 — Job Accommodation Form (if updated)

ESS-C-225 — Record of Hours Worked

ESS-C-229 — Natural Supports Plan (only if updated)

ESS-C-233 — Employer Verification (Signed by the Employer)

ESS-C-249 — Employee Satisfaction Survey

ESS-C-397 — SE Authorization Request Form (for SE EM Milestone)

ESS-C-401 — SE Milestone Billing Form

ESS-C-425 — SE R8 Milestone Report

**SE ST Milestone:** Job Stabilization (twelve (12) or sixteen (16) weeks cumulative)

**Service Description:** The Contractor will provide at least one (1) onsite and one (1) offsite support and training at a minimum of fifteen (15) minutes per support visit, and one (1) employer contact during the four (4) week stabilization period. For individuals receiving services under the highly challenged criteria, the Contractor will provide at least two (2) onsite and at least two (2) offsite supports and training at a minimum of fifteen (15) minutes per support visit and at least two (2) employer contacts during the entire eight (8) week stabilization period.
The individual, DRS Counselor, Contractor, and any other relevant team members will meet within the first (1st) two (2) weeks of stabilization to review progress toward a successful employment outcome. The Team will determine if any additional supports and training are required to assist the individual with transitioning to a successful employment outcome, and the meeting results will be documented on the ESS-C-173 — Team Meeting Narrative. The Team Meeting is preferred to be in-person, but can be conducted using other technology assisted communication. When using other technology assisted communication, the individual must be physically present with either the DRS Counselor or Contractor. (Such as: telephone conference calls, Zoom or Skype meetings, to allow for real-time participation by all team members.)

Extended services will be identified and initiated by the Contractor to keep the individual stabilized in long-term employment. Extended services may include but are not limited to natural supports, Developmental Disability Services of the Department of Human Services (DDS), Tribal VR Services, etc. The ESS-C-253 — Extended Services Statement verifying the source of extended services must be completed and submitted to the DRS Counselor for payment. If Natural Supports are identified as the source of extended services, the ESS-C-257 — Natural Supports Cooperative Agreement must be also be completed and submitted to the DRS Counselor for payment. If the individual loses their job, upon notification of termination, the Contractor will submit the ESS-C-181 — Termination/Re-Placement Report. On or prior to the re-placement start date, the Contractor will submit the updated above ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and Cc the ESS TA. The Contractor will complete and submit all Required Case Documentation for Payment of the SE ST Milestone to DRS Counselor.

Outcome: The individual has worked successfully for a total of twelve (12) weeks, or sixteen (16) weeks for individuals who are highly challenged, beginning with the first day of employment and has received all appropriate support services. Only weeks where the hours worked meet the weekly work goal as identified in the IPE are counted toward the completion of this milestone. To achieve job stabilization, the individual must work at least one entire work week without EC support. The employer is satisfied with the individual’s job performance, and the individual is satisfied with the job.

Required Case Documentation for Payment of SE ST Milestone:

ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)
ESS-C-133 — DRS Counselor Monthly Update Form(s) (email each month to DRS Counselor as an attachment)
ESS-C-173 — Team Meeting Narrative
ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-181 — Prior to or on start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-225 — Record of Hours Worked
ESS-C-233 — Employer Verification (Signed by the Employer)
ESS-C-249 — Employee Satisfaction Survey
ESS-C-253 — Extended Services Statement
ESS-C-257 — Natural Supports Cooperative Agreement (if Employer will be providing Natural Supports)
ESS-C-397 — SE Authorization Request Form (if Authorization for SE EM not received)
ESS-C-401 — SE Milestone Billing Form
ESS-C-429 — SE ST Milestone Report
ESS-C-429 — SE ST Milestone Report (Report weeks thirteen to sixteen (13-16) if needed for highly challenged)

SE EM Milestone: Successful Employment (additional ninety (90) calendar days)

Service Description: The Contractor will provide a minimum of two (2) onsite and/or offsite contacts for a minimum of fifteen (15) minutes per each contact and one (1) employer contact each month to ensure satisfaction and job retention.

If the individual loses their job, upon notification of termination, the Contractor will submit the ESS-C-181 — Termination/Re-Placement Report. On or prior to the re-placement start date, the Contractor will submit the updated ESS-C-181 — Termination/Re-Placement Report to the DRS Counselor and ESS TA. The Contractor will complete and submit all Required Case Documentation for Payment of the SE EM Milestone to the DRS Counselor.

Outcome: The individual has been employed in a permanent job and has worked a minimum of ninety (90) calendar days beyond completion of the stabilization milestone. The Contractor has provided all appropriate training and support services, and extended services are in place. The employer is satisfied with the individual’s job performance, and the individual is satisfied with the job. Only weeks where the hours worked meet the weekly work goal, as identified in the IPE, are counted toward the required ninety (90) calendar days.

Required Case Documentation for Payment of SE EM Milestone:

ESS-C-117 — Travel Log and Invoice (when travel is authorized. See D. Milestone Rates)
ESS-C-133 — DRS Counselor Monthly Update Form(s) (email each month to DRS Counselor as an attachment)
ESS-C-181 — Upon Contractor notice of termination, ESS-C-181 — Termination/Re-Placement Report, (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-181 — Prior to or on start date of re-placement, update the above form with new job information (e-mail to DRS Counselor and Cc ESS TA)
ESS-C-225 — Record of Hours Worked
ESS-C-237n — Current Pay Stub/Earnings Statement
ESS-C-249 — Employee Satisfaction Survey
ESS-C-401 — SE Milestone Billing Form
ESS-C-437 — SE EM Milestone Report

F. Additional Employment Phase

Service Description: These milestones are intended for an individual who has completed the SE EM Milestone within the last two (2) years, is no longer employed, and requires replacement by the same
1. If extended services are not adequate to support re-placement, the Contractor must provide the DRS Counselor and Program Manager (PM) with a written report summarizing the following information:

   a. The dates of follow-along support contacts (at least two (2) times per month while employed)
   b. The narrative record of support provided for the sixty (60) days prior to the job loss
   c. If Natural Supports were utilized, the ESS-C-257 — Natural Supports Cooperative Agreement should be attached with a summary of the outcome
   d. Contractor-related reasons for job loss, whether the job loss was due to negligence of the Contractor and, if so, how these deficiencies will be addressed in a new placement
   AND/OR
   e. Individual or Employer-related reasons for job loss and what new employment support strategies will be used to ensure these problems do not re-occur

The written report should be submitted to the DRS Counselor for approval. The final decision regarding authorization for Additional Employment Phase will be made by the DRS Counselor and PM.

2. The following milestones will be authorized:

   a. VP Milestone: Vocational Preparation (Job Club) (optional)
   b. R4 Milestone: 4 Weeks Job Support
   c. ST Milestone: Job Stabilization
   d. EM Milestone: Successful Employment (additional ninety (90) calendar days)

Assessment, Job Placement, and eight (8) Weeks Job Support milestones are not utilized and will not be paid.

**Milestone Rates for Additional Employment Phase:**

The Contractor will only provide services if the milestone(s) has been pre-authorized by the DRS Counselor. Payment of a milestone will constitute payment in full for all services delivered. **ALL Required Case Documentation for Payment of each pre-authorized milestone** will be submitted for payment to the DRS Counselor upon completion of the milestone. When requesting mileage reimbursement for travel of thirty-five (35) or more miles one-way, the request must be submitted in writing; an authorization at the current state rate by DRS Counselor, must be received prior to travel. The billing must include **ALL Required Case Documentation for Payment of the milestone** and should be typed or legibly written.

**Regular Rate:**

- VP Milestone: Vocational Preparation/Job Club (optional) $625.00
- R4 Milestone: four (4) Weeks Job Support $2,250.00
- ST Milestone: Job Stabilization $2,125.00
- EM Milestone: Successful Employment $2,875.00

**Highly Challenged Rate:**
VP Milestone: Vocational Preparation/Job Club (optional) $625.00
R4 Milestone: four (4) Weeks Job Support $1,875.00
ST Milestone: Job Stabilization $1,875.00
EM Milestone: Successful Employment $4,125.00

If the individual requests a new Contractor or if the individual is a Hissom Class member, then all of the standard Supported Employment milestones are available at the DRS Counselor’s discretion.

G. Adjusting Milestone Payments

In some cases an individual is determined eligible and is placed in Priority Group Two (2) and ER milestones are authorized and paid to the Contractor. Later, the DRS Counselor reevaluates the individual or the Contractor provides written documentation justifying the individual has more support needs than originally identified. The individual’s eligibility is updated to Priority Group One (1), and moved to the SE Contract for continued services. The DRS Counselor will pay the remaining SE milestones through closure. The DRS Counselor will authorize and pay the difference between ER and SE milestone rates for previously paid ER milestones.

To qualify for a rate adjustment, the individual’s case must be open and active (no closed cases). The Contractor will notify the ESS TA to request the rate adjustment and provide the qualifying individual’s name and DRS Counselor.

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<th>SE Milestone Amount</th>
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</tr>
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</table>

H. Highly Challenged Criteria

If the Counselor determines an individual meets the Highly Challenged (HC) criteria during the provision of services, a Highly Challenged Criteria Form with narrative justification of qualifying criteria will be completed and submitted to the Contractor for their records. When the Contractor requests the highly challenged rate, a completed Highly Challenged Criteria Form with narrative justification of qualifying criteria must be completed and submitted to the DRS Counselor for approval. The DRS Counselor will determine whether the individual meets the criteria for the HC rate. In order to be considered highly challenged, an individual must meet two (2) or more of the following criteria:

1. Requires a personal care attendant at the job site
2. Has exhibited an ongoing, documented pattern of explosive behavior, physical aggression, self-abuse or destruction of property which would jeopardize his/her opportunity for achieving a successful employment outcome
3. During the last two (2) years has experienced three (3) or more events (e.g. hospitalization, recurring health or mental health issues), or a total of twelve (12) weeks incarceration or other institutionalization, which interrupted work or ability to live independently

4. Documentation (i.e. client statement, DRS Counselor confirmation, etc.) of rejection of the individual by other Contractors (i.e. employment, educational etc.) as being too difficult to serve

5. Is a member of the Hissom class or meets eligibility criteria for the Assertive Community Treatment program

6. Alcohol and/or substance abuse is a secondary disability which has resulted in loss of employment within the last two (2) years

7. The individual’s primary or secondary disability is Borderline Personality, Autism, or Deaf-Blindness

8. Has had three (3) or more required changes of anti-psychotic medications in the past year

9. Requires specialized assistive technology such as sensory aids, telecommunication devices, adaptive equipment, and/or augmentative communication devices to succeed in Employment.

10. Other - Contractor must provide documentation to assigned ESS TA to support an additional employment limiting factor not listed above that would likely increase service costs and difficulty to serve (must have at least one (1) other category documented first) Assigned ESS TA must approve in writing in advance. This is only applicable if choosing “Other” as a criteria.

I. Payment Guidelines for Temp-to-Hire Positions:

When the individual is placed in a temp-to-hire position as described in the definition, the Contractor will be paid for the milestones as follows:

SE Services (see Service Descriptions above)

SE AS Milestone will be paid prior to temp-to-hire placement.

SE PL Milestone will be paid after the individual has completed five (5) working days in the temp-to-hire position.

SE R4 Milestone will be paid to support the individual at the completion of first (1st) four (4) weeks in the temp-to-hire position and requirements of the R4 Milestone have been met.

SE R8 Milestone will be paid to support the individual at the completion of eight (8) weeks in the temp-to-hire position and all requirements of the R8 Milestone have been met.

SE ST Milestone will be utilized to support the individual, and will be paid when the individual has worked a minimum of 4 weeks (8 weeks if Highly Challenged) as a permanent employee and all requirements of the ST Milestone have been met.

SE EM Milestone will be paid ninety (90) calendar days after completion of the SE ST Milestone as a permanent employee and all requirements of the EM Milestone have been met.

J. Minimum Contract Standards for SE
<table>
<thead>
<tr>
<th>All SE Contractors</th>
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</thead>
<tbody>
<tr>
<td>Average wages at closure</td>
</tr>
<tr>
<td>Average hours worked per week at closure</td>
</tr>
<tr>
<td>Assessment to Placement Percentage* (Trail work not used in SE)</td>
</tr>
</tbody>
</table>

*Number of placements divided by number of assessments

K. **Code of Professional Ethics**

All Contractors and all employees of the Contractors are required to abide by the six (6) principles of ethical behavior as listed below and outlined in the Commission on Rehabilitation Counselor Certification (CRCC) Code of Professional Ethics located at the following link:

https://www.crccertification.com/code-of-ethics-4

1) **Autonomy**: To respect the rights of clients to be self-governing within their social and cultural framework.

2) **Beneficence**: To do good to others; to promote the well-being of clients.

3) **Fidelity**: To be faithful; to keep promises and honor the trust placed in them.

4) **Justice**: To be fair in the treatment of all clients; to provide appropriate services to all.

5) **Nonmaleficence**: To do no harm to others.

6) **Veracity**: To be honest.

L. **Required Reporting**

1. **Contractor Reporting**: Contractors are required to report to the ESS TA when they are aware of a milestone being omitted or cancelled, when individuals change Contractors in the middle of the program, or the name of the Contractor’s company is not included on the list of available Contractors in their area.

2. **Monthly update to DRS Counselors**: The EC will send the required ESS-C-133 — DRS Counselor Monthly Update Form(s) to the DRS Counselor each month summarizing the individual’s current status including: activity, progress, problems or additional support needs throughout the provision of contract services.

3. **Mid-Year Reporting**: The Contractor is required to report their mid-year statistics related to the minimum contract standards for SE on the mid-year ESS-A-010 — Contract Evaluation, and submit a current copy of the ESS-A-005 — Contractor Staff and Training Form by January 31st.

5. **Staff Reporting:** When any staff changes occur, Contractors must notify their ESS TA using the ESS-A-005 — Contractor Staff and Training Form. New staff must have completed a national background check **before** their start date. (For the National Background Check, only the completion date is reported on the form. Do **NOT** send the actual report. Retain copy of national background check on file for audit purposes.)

6. **Occasional Reporting:** The Contractor is required to provide additional information as needed and requested by their ESS TA. The Contractor is required to make their case records available for audit at any time at the request of the ESS Unit. A DRS Counselor may be included in the audit process.

**M. Contractor Qualifications**

**All Contractors**

Contractors may include a public, private non-profit or private for-profit entity. Contractors must designate a Project Director and employ a minimum number of staff. To utilize the SE contract, the staff requirement is one and a half (1.5) Full Time Employee (FTE), to provide backup to ensure working individuals receive appropriate supports. A Contractor may not accept referrals unless the Project Director has successfully completed **DRS Employment Consultant Training**, and received a certificate. Job Club Trainers must complete **Job Club Train the Trainer training** offered by University of Oklahoma prior to delivering Job Club sessions.

Contractors are required to submit an ESS-A-001 — ESS Contracts Information Form by email to their ESS TA to provide or update information and request contracts for the current or next fiscal year. If not renewing for the next fiscal year, notify ESS TA in writing.

**Contractors are required to complete the requested Contract(s), and a Non-Collusion Certificate (OMES-CP-004SA) using the Adobe Document Cloud e-Sign process.**

Contractors must submit a completed/updated ESS-A-005 — Contractor Staff and Training Form, along with new training certificates for all training completed, when staff changes occur, with the mid-year ESS-A-010 — Contract Evaluation, and when processing contracts each fiscal year.

When a staff member of one Contractor goes to work for another Contractor, that staff member cannot continue to provide services to the individuals they were serving with the initial Contractor.

Contractors serving as the assigned SSA Employment Network (EN) and providing services to individuals with a ticket to work are ineligible to provide services against this contract. Please contact Maximus at 866-968-7842 to bill for reimbursement for services through SSA.

**To cancel contract see section, V. Standard Terms, Subsection F. Cancellation of this Contract.**

**New Contractors**

The new Contractor and/or Project Director verifies at the start of their contract period s/he was not an employee of an existing DRS Employment Contractor during the previous twelve (12) months. The New Contractor and/or Project Director must submit a copy of their current résumé. In addition to a twelve (12) month budget, all new Contractors must submit evidence of financial solvency.
documenting liquid assets or lines of credit of at least fifty thousand dollars ($50,000) for Metro Contractors or twenty-five thousand ($25,000) for Rural Contractors. New Contractors must also submit a W-9. New Contractors must submit all required documentation no later than March 31st to initiate a contract and provide services during the current fiscal year.

N. Staff Qualifications

1. Supported Employment Project Directors: Project Directors working under this contract must be certified by completing the DRS Employment Consultant Training course as provided by the University of Oklahoma, National Center for Disability Education and Training (OU-NCDET), prior to initiation of the contract. Project Directors are required to complete all additional training required for ECs. They must also attend required Project Directors’ meetings as scheduled by the ESS Unit. Advanced notice to the ESS TA is required for an excused absence.

2. EC: The minimum salary paid to an EC providing services under this contract shall be no less than twenty thousand dollars ($20,000) per year. Contractors must utilize the Contractor Staff and Training Form to indicate training received by each EC working under this contract at the start of the contract year, and with the mid-year report on January 31st. Within six (6) months of their hire date, the EC must be certified by completing the DRS Employment Consultant Training course as provided by OU-NCDET.

3. All EC’s delivering services must also successfully complete the additional training courses described below within twelve (12) months of their hire date. The required training listed below is provided by OU-NCDET.
   a. Social Security Work Incentives
   b. Effective Training at Work (online training)
   c. Job Development/Marketing
   d. Job Club Train the Trainer Training (required if EC is conducting Job Clubs)
   e. Introduction to Positive Behavior Supports in the Workplace (online training-Prerequisite for Positive Behavior Supports in the Workplace)
   f. Positive Behavior Supports in the Workplace
   g. Instructional Supports
   h. Blind Culture and Job Placement for Individuals with Vision Loss

To access required online training click on the following link:

http://ncdetlms.oucpm.org

Following completion of the required training listed above, six (6) hours of new continuing education is required each year. Related areas for continuing education credit include, but are not limited to, management/leadership, behavior management, time management, conflict resolution, specific disabilities, Effective Teaching and Learning (ETL), and assistive technology. Continuing education hours can be obtained through a variety of sources including, but not limited to: University of Arkansas CRP Currents, on-line training provided by Virginia Commonwealth University or other DRS recognized sources, webinars, computer based training or in-service training approved by the assigned ESS TA.

O. Contract Compliance
The ESS TA will review the Mid-Year and Annual Contract Evaluations to determine if the Contractor is meeting contract requirements and/or minimum standards. The ESS TA will send an **ESS-A-035 — Contract Compliance Report** to notify the Contractor of their compliance status. If a Contractor is found to be out-of-compliance, the Contractor must write a plan of correction outlining the steps to be implemented to meet contract compliance for the next six (6) months. The plan of correction will be submitted to the ESS TA within thirty (30) days of receiving the **ESS-A-035 — Contract Compliance Review**. The ESS TA will review contract compliance again in six (6) months. Upon review, the ESS TA will contact the Contractor to discuss their progress and determine if an updated plan of correction is required. Once the Contractor is in compliance, the ESS TA will document this in writing and no further action is required. If the Contractor fails to follow through with their plan of correction, the Contractor must meet with the ESS Unit and develop a six (6) month plan of action. The plan of action will be reviewed by the ESS Unit at the end of six (6) months. If no progress has been made at that time, the Contractor will be placed on probation, and all new referrals will be suspended. The Contractor is required to submit a monthly progress report while on probation. When the Contractor demonstrates progress toward achieving contract compliance, probation will be lifted.

**P. Contract Suspension**

When a Contractor is alleged to have violated ethical standards according to the Code of Professional Ethics identified in this contract and/or legal standards applicable to the treatment of individuals and claims for payments of public funds, the Contractor will be placed on temporary suspension pending the outcome of an investigation. Depending on the severity of the allegation(s) (i.e. Involving the individual(s) welfare), DRS will suspend new referrals and remove all individuals currently receiving services. For allegations not involving the welfare of the individual(s), DRS will suspend new referrals and individuals in current service status will remain with the Contractor, pending the outcome of the investigation.

If the allegation(s) involves a Contractor’s staff, DRS requires the Contractor to take immediate and appropriate action, and notify the ESS TA of action taken in writing. If appropriate action is not taken, the Contractor is subject to suspension of the contract.

In the event of a contract suspension, the DRS will send written notice transmitted via certified mail to the Contractor, and suspend the contract effective upon receipt of notice or at 5:00 PM on the fifth (5th) calendar day from the date DRS mailed the notice, whichever occurs first.

**Q. Incentive Payments (send to ESS TA for payment)**

**Special Incentives**

Based on availability of DRS funds, one special incentive payment may be earned per case if the following conditions are met and proper documentation is provided as described in section one (1) or two (2) below:

1. The Contractor may receive an incentive of five hundred dollars ($500) per individual for a one (1) time payment at closure, due upon successful closure by DRS Counselor, for difficult-to-serve individuals in these categories: individuals who have felony convictions, high school students who are classified by the school as severely emotionally disturbed (SED), individuals with HIV/AIDS,
individuals who are legally blind, deaf with primary communication of sign language, or deaf/blind. For payment, Contractors must submit the following information to their ESS TA:

a. **ESS-A-020 — Incentive Payment Form;**
b. All EM milestone documentation, and:
c. Records of **any** felony conviction(s) (Oklahoma convictions available at:
   
   https://okoffender.doc.ok.gov
   
   OR
   
   d. Documentation of eligible disability including DRS eligibility statement, related medical information or educational records or other identifying disability documentation.

2. The Contractor may receive an incentive of five hundred dollars ($500) per individual for a one (1) time payment, **due upon successful closure by DRS Counselor,** when the individual earns more than **$21.70** per hour. This amount is based on the average hourly wage for Oklahoma at the time this contract was written. For payment, Contractors must submit to their ESS TA the following:

a. **ESS-A-020 — Incentive Payment Form, and;**
b. All EM milestone documentation, and; one of the following:
   
   i. A wage verification letter on the employer’s letterhead which indicates a breakdown of monthly wages. The verification letter should also include a contact person and a telephone number or,
   
   ii. A Payroll Report from the employer which documents the individual’s name, social security number, paycheck date, and breakdown of monthly payments, including a contact person and telephone number of the employer or,
   
   iii. A Copy of the most current paystub/earnings statement including the individual’s name, address, payroll period, date issued and check amount.

III. **Compensation**

A. **Contract Amount**

The DRS shall pay the Contractor pursuant to the approved fixed rates for the services authorized by the Contract. Payment will be made upon receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

B. **Payment**
The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/claims shall be sent to the DRS Counselor who authorized services for each DRS client. The DRS Counselor’s name, address, and telephone number are shown on each DRS client’s Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

C.  Lapse of Invoices/Claims

Proper invoices documenting the provision of services, and/or proper claims for reimbursement of Contractor-paid travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services, and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services, and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

IV.  Special Terms

A.  Travel Restriction

Because this is a fixed rate contract, certain limited travel costs are calculated into the rate. For any assignment that is thirty-five (35) miles or more one way, the Contractor can be paid mileage upon request and with prior approval from the DRS.

B.  National Background Checks

1. Purpose
   To protect the safety of individuals while receiving DRS services, the agency requires Employment Contractors to obtain national criminal background checks for any employees, supervisors, independent contractors or agents working under a contract with DRS. The agency further requires Employment Contractors to ensure that any of their employees, supervisors, independent contractors or agents who have criminal convictions that suggest they could pose a threat to the health and safety of DRS clients will not be assigned to work under a DRS contract if such assignment would involve access to or interaction with DRS clients.

2. Authority
   DRS has determined that prudent exercise of its powers, duties and responsibilities under 74 OS 166.1 et seq shall include responsible steps to protect client safety and safeguard clients from abuse or exploitation while receiving DRS employment services. As demonstrated by other state programs serving disabled children, youth and adults, such steps may include the requirement of criminal background checks for personnel engaged in direct care and services to this population.

3. Contract monitoring
   The criminal background checks required by this rule shall be national in scope and must be conducted at least once every three (3) years. Contractor shall make the criminal background checks required by Paragraph IV.G.1 available for inspection and copying by DRS personnel upon request of DRS.
V. **Standard Terms**

A. **Equal Opportunity/Non-Discrimination**

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.* and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

B. **Lobbying Activities**

The Contractor certifies the following:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, 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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. **Debarment And Suspension**

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs.

D. **Drug-Free Workplace**

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

E. **Modification**

The Contract may only be modified by mutual consent of the parties in writing.

F. **Cancellation**
1. **With Cause:** In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. **Without Cause:** It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

**G. Access To And Retention Of Records**

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

**H. Subcontracting**

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

**I. Compliance With State And Federal Laws**

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

**J. Travel**

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

**K. Client Confidentiality**

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

L. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

M. Audit

1. Federal Funds
Organizations that expend $750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. State Funds
Corporations both for-profit and non-profit, and governmental entities that receive $50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3. Auditor Approval and Audit Distribution
The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor’s fiscal managers and appropriate oversight bodies shall review the auditor’s latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58th Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor’s latest external quality control review report within 120 days of the Contractor’s fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

N. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
O. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers’ compensation insurance.

P. Insurance

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

Q. Punitive Actions

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

R. Prior DRS Employment

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months.

S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with 25 O.S. §1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312, and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify

T. Contract Jurisdiction

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

U. Severability
If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.
VI. **Signatures**

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

<table>
<thead>
<tr>
<th>Oklahoma Department of Rehabilitation Services</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature Date</td>
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