

**STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
INDIVIDUAL PLACEMENT AND SUPPORT (IPS) SERVICES PILOT PROJECT**

This agreement, consisting of twenty-one (21) 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**, the Oklahoma Department of Rehabilitation Services is authorized to enter into this contract pursuant to the approved Oklahoma Department of Rehabilitation Services Internal Acquisition Procedures.

**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, 2022, whichever is the latter, through June 30, 2023. 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 refer 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:
  - i) Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that:
  - ii) 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;
  - iii) 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;
  - iv) 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;
  - v) Is eligible for the level of benefits provided to other employees, and;
- b. **Is at a location:**
  - i) Typically found in the community, and;
  - ii) 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.
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:
    - i) Typically found in the community; and
    - ii) 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.

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## **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 serving Cleveland County and Oklahoma County only.

This contract is intended to provide Individual Placement and Support (IPS) services to individuals with serious mental illness and/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 and/or co-occurring disorders to the participating ODMHSAS contracted provider(s) for IPS services. The ES, DRS Counselor, and ESS TA should have monthly meetings to discuss the individuals' status, progress toward employment and resolve needs. The ES and DRS Counselor should maintain contact throughout the delivery of services by phone, email, text, or in-person, to staff cases. The ES, ODMHSAS, DRS Counselor, and ESS TA(s) will have regularly scheduled meetings to discuss the IPS program.

Employment is a key component of recovery. Individuals with serious mental illness and/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**

### **1. 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.

### **2. Characteristics of IPS:**

- a. It is an evidence-based practice
- b. Practitioners focus on each person's strengths
- c. Work promotes recovery and wellness
- d. Practitioners work in collaboration with state vocational rehabilitation counselors

- e. IPS uses a multidisciplinary team approach
- f. Services are individualized and long lasting
- g. The IPS approach changes the way mental health services are delivered

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

- a. **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.*
- b. **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.*
- c. **Integration of Rehabilitation and Mental Health Services:** *IPS programs are closely integrated with mental health treatment teams.*
- d. **Attention to Worker Preference:** *Services are based on each person’s preferences and choices, rather than the provider’s judgement.*
- e. **Personalized Counseling Benefits:** *The Employment Specialist helps people obtain personalized, understandable, and accurate information about their Social Security, Medicaid, and other government benefits.*
- f. **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.*
- g. **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.*
- h. **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.

<b>(IPS CP)</b> IPS Career Profile Milestone: .....	<b>\$150.00</b>
<b>(IPS 15)</b> IPS 15-Day Job Placement and Retention Milestone: .....	<b>\$1,600.00</b>
<b>(IPS 45)</b> IPS 45-Day Employment Milestone: .....	<b>\$2,000.00</b>
<b>(IPS RP)</b> IPS Re-placement Milestone: .....	<b>\$700.00</b>

(IPS 90 TRN) IPS 90-Day Employment Milestone (Employed, continue w/IPE training)	\$1,600.00
.....	
OR -	
(IPS 90 EMP) IPS 90-Day Employment Milestone (Employed, ready for DRS closure)	\$3,200.00
.....	

**E. IPS Milestone Descriptions**

**1. 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.

**Complete and Submit All Required Case Documentation for Payment for IPS CP Milestone:**

- i) **ESS-C-700 IPS Milestone Billing Form**
- ii) **ESS-C-705 Career Profile**
- iii) **ESS-C-710 Educational Experience Report (when in training)**

**2. 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 or on the first day of employment**, the ES will email the **ESS-C-720 Job Start Report** to the DRS Counselor and ESS TA.

Prior to the first day of employment or shortly thereafter, the ES, individual, and any other support team members will develop an individualized **ESS-C-730 Job Support Plan** to identify the individual's strengths, needed supports and accommodations to maintain employment. The **ESS-C-730 Job Support Plan** will be emailed 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) working days of employment to assist the individual with overcoming barriers to employment, identify job accommodations and increase their independence on the job.

If the individual loses their job prior to the completion of fifteen (15) working days on the job, upon notification of termination, the ES will submit the **ESS-C-735 Job End Report to the DRS Counselor. Prior to or on the beginning of the new job, the ES will submit the ESS-C-720 Job Start Report.**

**Complete and Submit All Required Case Documentation for Payment for IPS 15-Day JP & R Milestone:**

- i) **ESS-C-185 Job Accommodation Form**
- ii) **ESS-C-225 Record of Hours Worked** or related Contractor Form/Report
- iii) **ESS-C-700 IPS Milestone Billing Form**
- iv) **ESS-C-705 Career Profile** (updated)
- v) **ESS-C-710 Educational Experience Report (when in training)**
- vi) **ESS-C-715 Job Search Plan (emailed to the DRS Counselor when completed)**
- vii) **ESS-C-720 Job Start Report (emailed to the DRS Counselor prior to or on first day of employment)**
- viii) **ESS-C-725 Employer Contact Log(s)**
- ix) **ESS-C-730 Job Support Plan (emailed to the DRS Counselor and IPS Supervisor upon completion)**
- x) **ESS-C-735 Job End Report (when needed)**

**3. 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.

If the individual loses their job prior to the completion of forty-five (45) working days on the job, upon notification of termination, the ES will submit the **ESS-C-735 Job End Report to the DRS Counselor. Prior to or on the beginning of the new job, the ES will submit the ESS-C-720 Job Start Report.**

**Complete and Submit All Required Documentation for Payment for IPS 45-Day Milestone:**

- i) **ESS-C-225 Record of Hours Worked** or related Contractor Form/Report
- ii) **ESS-C-700 IPS Milestone Billing Form**
- iii) **ESS-C-705 Career Profile (updated)**
- iv) **ESS-C-710 Educational Experience Report (when in training)**
- v) **ESS-C-720 Job Start Report (when needed)**
- vi) **ESS-C-725 Employer Contact Log (when needed)**

vii) **ESS-C-735 Job End Report (when needed)**

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#### 4. **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:

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

If they are not re-placed within fourteen (14) calendar days of termination, the individual must work fifteen (15) working 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) working 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.

#### **Complete and Submit All Required Case Documentation for Payment for IPS Re-placement Milestone:**

- i) **ESS-C-185 Job Accommodation Form**
- ii) **ESS-C-225 Record of Hours Worked or related Contractor Form/Report**
- iii) **ESS-C-700 IPS Milestone Billing Form**
- iv) **ESS-C-705 Career Profile (updated)**
- v) **ESS-C-710 Educational Experience Report (when in training)**
- vi) **ESS-C-720 Job Start Report (when needed)**
- vii) **ESS-C-725 Employer Contact Log(s)**
- viii) **ESS-C-735 Job End Report (when needed)**

#### 5. **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 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: 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. If they are not re-placed within fourteen (14) calendar days of termination, the individual must work fifteen (15) workdays, 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.**

**Complete and Submit All Required Documentation for Payment of IPS 90-Day Milestone:**

- i) **ESS-C-185 Job Accommodation Form** (if updated)
- ii) **ESS-C-225 Record of Hours Worked** or related Contractor Form/Report
- iii) **ESS-C-237n Payscale and/or Earnings Statement (required)**
- iv) **ESS-C-700 IPS Milestone Billing Form**
- v) **ESS-C-705 Career Profile** (updated)
- vi) **ESS-C-720 Job Start Form (when needed)**
- vii) **ESS-C-725 Employer Contact Log(s) (when needed)**
- viii) **ESS-C-730 Job Support Plan**
- ix) **ESS-C-735 Job End Report (when needed)**

**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 Contractor Reporting**

1. **General Reporting:** Contractors should 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 **other technical assistance needs**.
2. **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 31<sup>st</sup>.
3. **Annual Reporting:** The Contractor is required to report their annual statistics related to the minimum contract standards for SE on the Annual **ESS-A-010 Contract Evaluation** by July 31<sup>st</sup>.
4. **Staff Reporting:** When any staff changes occur, Contractors must immediately notify their **ESS TA by email**. The email will include the following:
  - a. Name
  - b. Date National Background Check completed (See **note** below)
  - c. Start Date
  - d. Termination Date
  - e. Salary

**NOTE:** For the National Background Check, only the completion date is reported. Do **NOT** send the actual report. Retain copy of national background check on file for audit purposes. (See section IV. Special Terms; B. National Background Checks; 3. Contract monitoring for required frequency of National Background Checks)

Contractors must update and submit their **ESS-A-005 Contractor Staff and Training Form** with their mid-year reporting and annual contract renewal.

5. **Quality Assurance Review:** The Contractor is required to make their case records available for **quality assurance review** at any time at the request of the ESS Unit. ESS TA's are required to conduct Quality Assurance Reviews to evaluate contract compliance

and identify training need(s) related to case documentation and/or contract requirements. DRS Counselor(s) may be included in the **quality assurance review** process.

6. **Monthly Contractor Production Report: The Contractor is required to complete and submit the ESS-A-080 *Monthly Contractor Production Report* to ESS TA.**
7. **Data Reporting:** Contractors will submit **ESS-C-740 *IPS Monthly Outcomes Report*** online to ODMHSAS by the 10<sup>th</sup> of each month.
8. **Fidelity Review:** Results will be emailed to DRS ESS TA.
9. **Occasional Reporting:** The Contractor is required to provide additional information as needed and requested by the ESS Unit.

## H. **Contractor Qualifications**

### 1. **All Contractors**

**Contractors include ODMHSAS contracted providers** in Cleveland 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 ten (10) ES's. 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 Contractor Renewal 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**, 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.

### 2. **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 copies of the following:

- a. CEO/Project Director's current résumé;
- b. Project Director's Certification of Completion of Employment Consultant Training;
- c. Twelve (12) month projected budget of monthly income and expenditures;

- d. Evidence of financial solvency documenting liquid assets or lines of credit
  - i) At least fifty thousand dollars (\$50,000) serving Metro Areas, or;
  - ii) twenty-five thousand dollars (\$25,000) serving only Rural Areas, and;
- e. IRS W-9 form.

New Contractors must submit all required documentation no later than March 31 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:

- i) In class *IPS 101 Course*
- ii) In class *IPS Fidelity Course*
- iii) 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.
- iv) *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.

<https://ipsworks.org/index.php/training-courses/supervisors-skills-course/>

2. **Employment Specialist** must complete the following certification requirements to receive the ODMHSAS IPS Employment Specialist Credential:

- i) *IPS 101 Course*
- ii) 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.
- iii) *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 **Employment Specialist** delivering services may also access additional training courses described below but are not required. The training listed below is provided by OU-NCDET.

- i) *Employment Consultant Training (recommended, 4-day)*
- ii) *Social Security Work Incentives (recommended)*
- iii) *Job Development/Marketing (recommended)*
- iv) *Job Club “Train the Trainer” Training*
- v) *Introduction to Positive Behavior Supports in the Workplace (online training - prerequisite for Positive Behavior Supports in the Workplace)*
- vi) *Positive Behavior Supports in the Workplace*
- vii) *Instructional Supports*

viii) *Blind Culture and Job Placement for Individuals with Vision Loss (required by DRS Services to the Blind and Visually Impaired (SBVI))*

To access available online training click on the following link:

<http://ncdetcourses.com>

**For additional assistance call: 1 -405 -325 -2745**

**J. Contract Compliance**

1. The ESS TA will review documentation and information below to determine if Contractor is following the contract:

- a. Attendance at Project Director Meetings
- b. Obtaining required training within time frames stated in contract (unless extensions are approved by ESS TA)
- c. Completion of at least 6 hours of continuing education each contract year – related to field, by project director and employment consultants
- d. Mid-Year Reporting with supporting documentation
- e. Annual Reporting with supporting documentation (if updated from time of contract renewal)
- f. Timely notification to ESS TA by email when staff changes occur. (Include: Name; Background Check Completion Date; Salary; Start Date, and Termination Date)
- g. Quality Assurance Reviews (average of case reviews completed at Mid-Year and Annual Reporting)
- h. Monthly Contractor Production Report
- i. Job Start Reports
- j. Fidelity Requirements (**see Fidelity Requirements below**)

**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. Other contract requirements

2. Procedures:

- a. The ESS TA will send an **ESS-A-035 Contract Compliance Review** to notify Contractor of their compliance status.

- b. If a Contractor is found to be out-of-compliance, the ESS TA will determine if a plan of action is necessary.
  - i. When required, Contractor will write a plan of action outlining the steps to be implemented to meet contract compliance within the next six (6) months.
  - ii. The plan of action will be submitted to the ESS TA within thirty (30) days of receiving the **ESS-A-035 Contract Compliance Review**.
  - iii. The ESS TA will review contract compliance again in six (6) months.
  - iv. Upon review, the ESS TA will contact Contractor to discuss their progress and determine if an updated plan of action is required.
  - v. If Contractor **fails** to follow through with their plan of action, Contractor must meet with the ESS Unit and develop a six (6) month plan of correction.
    - 1. The plan of correction will be reviewed by the ESS Unit at the end of six (6) months.
    - 2. If no progress has been made at that time, Contractor will be placed on probation, and all new referrals will be suspended.
      - a) Contractor is required to submit a monthly progress report while on probation.
      - b) When Contractor demonstrates progress toward achieving contract compliance, probation will be lifted.
- c. Once Contractor is complying, the ESS TA will document this in writing and no further action is required.

## **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 (5<sup>th</sup>) calendar day from the date DRS mailed the notice, whichever occurs first.

## **II. Compensation**

### **A. Contract Amount**

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor pursuant to the approved uniform rates for the services authorized by the Contract. Payment shall be made upon receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of 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 receipt of a proper claim for reimbursement of 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 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. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly

provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

**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.

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## **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. 58<sup>th</sup> 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.

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## **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/State 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. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract.

## **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 the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and

are registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, and includes but is not limited to the free Employment Verification Program (E-Verify). through the Department of Homeland Security and is available at [www.dhs.gov/E-Verify](http://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.

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