

**STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
SUPPLEMENTAL EMPLOYMENT SERVICES PILOT PROJECT**

This agreement, consisting of thirty-one (31) 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 supplemental employment services 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 Supplemental Employment Services and/or other employment services for eligible individuals, O.A.C. **612:10-7-2.3, 612:10-7-170, 612:10-7-184–188, 612:10-7-242**; 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, 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 signature of both parties, or July 01, 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 Onsite employment services, and qualifications and performance expectations for Contractors delivering services under this Contract.

A. Definitions for Supplemental Employment Services and

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

<https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15980.pdf>

- 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:
 - i)** 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;
 - ii)** 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
 - iii)** 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
 - iv)** 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

- iii) 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. **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
 4. **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.
 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 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 the DRS Employment Support Services Technical Assistant.
 8. **Extended Services** means ongoing support services provided to individuals with the most significant disabilities, including youth with the most significant disabilities, after the time-limited vocational rehabilitation services have been completed and job stabilization has been achieved. They consist of specific services, including natural supports, needed to maintain the supported employment placement. Extended services are paid from funding sources other than DRS and are specifically identified in the IPE, except that DRS may provide and pay for extended services for youth with the most significant disabilities for a period not to exceed 4 years or extend beyond the date when the youth reaches age 25.
 9. **Informational Interview** refers to an informal conversation or meeting to learn about the real life experience of someone working in a specific job, career field, industry, or company of interest. Informational interviews are often casual and candid conversations where both parties focus on simply gathering and sharing knowledge.
 10. **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.

- 11. Internship** refers to employer 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.
- 12. Job Accommodation** is an adjustment to a job or work environment that makes it possible for an individual with a disability to perform their job duties. Accommodations may include specialized equipment, modifications to the work environment or adjustments to work schedules or responsibilities. Not all people with disabilities (or even all people with the same disability) need the same accommodation. For example, a job applicant who is deaf may need a sign language interpreter during the job interview; an employee who is blind or who has low vision may need someone to read information posted on a bulletin board; and an employee with diabetes may need regularly scheduled breaks during the workday to monitor blood sugar and insulin levels.
- 13. Job Shadowing** is the opportunity to observe an employee performing their daily work routine in the workplace environment. It allows the observer a chance to explore specific careers, get a realistic picture of the tasks performed for that job, and to make an informed career choice.
- 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:
 - i) At a minimum, twice-monthly monitoring at the worksite of each individual in supported employment; or

- ii) 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;

SAMPLE

e. Consist of:

- i) Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs described at 34 C.F.R. § 361.5(c)(5)(ii);
- ii) The provision of skilled job trainers who accompany the individual for intensive job skill training at the work site;
- iii) Job development and training;
- iv) Social skills training;
- v) Regular observation or supervision of the individual;
- vi) 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;
- vii) Facilitation of natural supports at the worksite;
- viii) Any other service identified in the scope of vocational rehabilitation services for individuals, described in 34 C.F.R. § 361.48(b); or
- ix) Any service similar to the foregoing services.

17. Post-Employment Services (New FY 2023) Post-employment services are defined in 34 C.F.R. § 361.5(c)(41) as one or more of the VR services identified in 34 C.F.R. § 361.48(b) that are provided subsequent to the achievement of an employment outcome and that are necessary for an individual with a disability to maintain, regain, or advance in employment, consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. As described in the note following the regulatory definition of "post-employment services" at 34 C.F.R. § 361.5(c)(41), post-employment services are:

- a. Provided under an amended individualized plan for employment (IPE); thus, a re-determination of eligibility is not required;
- b. Limited in scope and duration; and
- c. Available to meet rehabilitation needs that do not require a complex and comprehensive provision of services.

Thus, after the employment outcome has been achieved but before the individual is reported as having exited the VR program is the period of time that the individual is most likely to need discrete short-term services (i.e., post-employment services) to ensure that the employment outcome can be maintained.

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

19. 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.

20. Situational Assessment is used to determine the best match between an individual, a type of job, and a work environment. Situational assessment (also known as job sampling, on-the-job assessment, or environmental assessment), is assessment using actual employment and community settings.

21. Supported Employment (SE)

- a. 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:
 - i) **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**
 - ii) **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.**
- b. For purposes of this part, 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 paragraph (c)(9) of this section 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 -
 - i) Within six months of achieving a supported employment outcome; or
 - ii) In limited circumstances, within a period not to exceed 12 months from the 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 service record.

22. 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.

23. Team Meeting is a meeting with the individual, guardian, EC, DRS Counselor, and all other team members chosen by the individual and/or guardian. **The individual, or with the support of a designee identified by the individual, will lead the meeting.**

24. 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 typical hiring practice for the position.

25. Trial Work Experience is a type of assessment using on-the-job training, and other experiences using realistic work settings to explore the individual's interests, abilities, capabilities and capacity to perform in a real work situation.

26. Volunteer Experience means an unpaid structured learning experience where individuals donate their services to nonprofit or public-sector employers for civic, religious, or humanitarian objectives. Volunteer work is a great way to showcase particular skills, or develop experience in a particular industry.

27. Work-Site Tour are community-based experiences where individuals visit a workplace of interest to discover what a company does, what services or products it offers, and to interact with employees about their educational and career paths.

B. Service Model (Overview of Contract Objectives)

Supplemental Employment Services Pilot Contract is intended to provide services required under WIOA, not available in other employment services contracts. Some services are limited to specific priority groups, as outlined in subsection **C. Target Population** below. The services are intended to be used individually or in conjunction with other ESS contracts to meet the individual's employment needs. Supplemental Employment Services with specific service listed in description must be included in the Individualized Plan for Employment (IPE) or Trial Work Plan (TWP) in order to authorize for any service in this contract. **The only service in the SES contract that can be provided under a Trial Work Plan (TWP) is the *Career Exploration* service.**

At the time of referral, the DRS Counselor will provide the Contractor with copies of the following documents:

1. DRS-C-301 Employment Services Referral;
2. DRS-C-21 Eligibility Determination
3. DRS-C-29 Individualized Plan for Employment (IPE) or TWP; and
4. DRS Personal Information report (AWARE).

Once the intake is scheduled, the Contractor will send an **ESS-C-801 SES Authorization Request and Billing Form** to the DRS Counselor and Rehabilitation Technician. The DRS Counselor will authorize for the service(s) to be used within five (5) business days. Prior to the initiation of services, the SES Services and travel (if applicable), must be **pre-authorized** by the DRS Counselor. The Contractor should contact the DRS Counselor to request the **Authorization for Purchase**, if not received within five (5) business days.

Temporary Employment is not appropriate under this contract, except for Internship.

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.

C. Target Population

The Supplemental Employment Services Pilot 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 in Priority Group 1 can utilize any of the services in this contract. Individuals in Priority Group 2 can use the Career Exploration and Internship services.

Those who may benefit from SES services include but are not limited to:

1. Individuals with little or no work experience in a competitive integrated setting;
2. Individuals who may benefit from a trial work experience to evaluate their potential to achieve competitive integrated employment;
3. Individuals who require multiple services over an extended period of time;
4. Individuals who require substantial assistance with preparing for employment and completing the job search process;
5. Individuals who require significant job site support to learn job tasks, gain work adjustment skills and stabilize in employment;
6. Individuals who require long-term support to retain employment; and
7. 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 and **Authorization for Purchase** has been received by the Contractor.

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** for the service(s), should be typed or legibly written and submitted to the DRS Counselor. Payment of a SES contract service will constitute payment in full for all services delivered with the exception of mileage reimbursement, if authorized.

<u>SES Rates</u>	<u>Rate</u>	<u>Maximum Payment</u>
a. Career Exploration (PG 1 & 2)	\$50.00/hr.	(\$2,000.00 max)
b. Internship (PG 1 & 2)		
i) Initial Placement		\$250.00
ii) Internship Support Services	\$50.00/hr.	(\$3,000.00 max)

iii) Permanent Employment		\$750.00
c. Onsite Supports & Training (PG1) (up to 19 mos. If needed)	\$200.00/mo.	(\$3,800.00 max)
d. EST Service (PG1) (up to 48 mos. If needed)	\$50.00/mo.	(\$2,400.00 max)
<u>Additional Placement Rates (PG 1)</u>		<u>Maximum Payment</u>
a. 2 nd Placement		\$900.00
b. 3 rd Placement		\$450.00
c. 4 th Placement		\$225.00

E. Service Descriptions for Supplemental Employment Services

1. Career Exploration (SES CAEX): (Priority Group (PG) 1 or 2)

Career Exploration provides opportunities for an individual to participate in employment related activities. **Investigating** different careers through assessments, **informational interviews** and worksite experiences provides opportunities for the individual to explore potential occupations, **choose a career goal** and develop next steps for achieving a successful employment outcome.

a. Service Description:

Individuals with the most significant or significant disabilities in **PG 1 or 2** can utilize *Career Exploration* to help develop, verify or modify their vocational goal and objectives.

The service can also be used for individuals on a Trial Work Plan (TWP) to help the individual and DRS Counselor determine whether the individual is ready **to pursue** competitive integrated employment at this time.

The **ESS-C-137 Plan of Career 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 (3) or more **different** exploration activities for a **maximum of up to forty (40) hours**. 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.

Career Exploration activities can include but are not limited to:

- i) informational interviews with employers;
- ii) job shadowing;
- iii) situational assessments;
- iv) trial work experiences;
- v) volunteer experiences;
- vi) work-site tour, and;
- vii) other career exploration activities **only** if approved by DRS Counselor.

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.

Prior to implementing the **ESS-C-137 Plan of Career Exploration**, the Contractor will email the **plan** to the DRS Counselor. If the DRS Counselor does not respond to the email within five (5) working days, the Contractor may proceed with the planned **career** exploration activities.

The Contractor must have a copy of the individual's DRS IPE or Trial Work Plan prior to conducting the exploration activities to comply 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.

At the completion of this service, the individual will move to the next appropriate service or milestone that best meets their needs.

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. Complete and Submit All Required Case Documentation for Payment of SES CAEX Service to the DRS Counselor:

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Service Rates)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s)**
- iii) **ESS-C-137 Plan of Career Exploration**
- iv) **ESS-C-141 Career Exploration Report**
- v) **ESS-C-145n DRS Counselor Response to ESS-C-137 Plan of Career Exploration**
- vi) **ESS-C-801 SES Authorization Request & Billing Form**

2. Internship (SES INT): (PG 1 or 2)

An internship is a professional learning experience that offers meaningful, practical work related to an individual's career interest. An internship gives the individual an opportunity for career exploration and development, to learn new skills and develop relationships in the profession or industry of their vocational goal.

a. Service Description:

The Internship can be used for adults and, transition aged youth in their final semester of high school or out of school.

Contractor will discuss internship opportunities with the individual, and develop an internship related to their vocational goal. The Contractor will prepare the individual for the internship placement. 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 email the completed **ESS-C-157 Pre-Placement Information Form** to the DRS Counselor and ESS TA. The **ESS-C-161 Job Analysis** will be used to identify specific supports and accommodations on the **ESS-C-185 Job Accommodation Form**.

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**.

The Contractor will complete and submit all Required Case Documentation for Payment of Internship for the first month of the Internship to DRS Counselor.

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.

In the first (1st) week of the final month of the internship, Contractor will facilitate a Team Meeting with the individual, DRS Counselor and any other relevant team members. The Contractor will schedule the Team Meeting in advance to allow adequate time for all members to participate in the meeting.

The team meeting discussion can include but is not limited to the following topics:

- i) Discussion of **ESS-C-810 Employee Performance Report**;
- ii) Individual's thoughts about the Internship;
- iii) Individual's progress towards permanent employment with Internship employer;
- iv) Opportunities for permanent employment;
- v) Additional employment services needed upon completion of Internship
- vi) Accommodation needs;
- vii) Onsite and offsite support needs;
- viii) Training needs;
- ix) Transportation;
- x) Work clothing, and/or;
- xi) Other.

The ESS-C-173 Team Meeting Report will include the discussion about the individual's progress, needs identified, steps to be taken, and the team member responsible.

The Team Meeting is preferred to be in-person, but can be conducted using other technology-assisted communication. **(Such as: conference calls, Zoom, Teams, Skype, or other virtual platforms/apps, to allow for real-time participation by all team members.) When using other technology-assisted communication, the individual must be physically present with either the DRS Counselor or Contractor.**

[NOTE: If individual is hired permanently during the Internship, prior to the required Team Meeting, Contractor working with the DRS Counselor and individual will schedule and conduct the meeting as soon as possible.]

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 SE or ER milestone that best meets the individual's needs for continued supports.** The Contractor will submit the **ESS-C-801 SES Authorization Request and Billing Form**, **ESS-C-169 Internship Time Log** and **ESS-C-177 Placement Report** for payment when the individual is hired by the same employer.

If the individual is not hired by the employer at the end of the internship, they will then be moved to the SE or ER Job Placement milestone that best meets their needs as determined by the Team.

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. Complete and Submit All Required Case Documentation for Payment of First Month of Internship Service to the DRS Counselor:

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Service Rates)**
- ii) **ESS-C-161 Job Analysis (completed during the first week of internship and required with first month's billing)**
- iii) **ESS-C-165 Internship Placement Report (required with first month's billing)**
- iv) **ESS-C-185 Job Accommodation Form**
- v) **ESS-C-197n Internship Agreement Documentation**
- vi) **ESS-C-801 SES Authorization Request & Billing Form (required with first month's billing)**

d. Complete and Submit All Required Case Documentation for Monthly Payment of Internship Supports to the DRS Counselor

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (required with each month's billing)**
- iii) **ESS-C-169 Internship Time Log (required with each month's billing)**
- iv) **ESS-C-801 SES Authorization Request & Billing Form (required with each month's billing)**

e. Complete and Submit All Required Case Documentation for Payment of Final Month of Internship Service to the DRS Counselor

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Service Rates)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s)**

- iii) **ESS-C-157** *ESS-C-157 Pre-Placement Information Form (required when hired permanently by Internship Employer, email to DRS Counselor and Cc ESS TA)*
- iv) **ESS-C-169** *Internship Time Log (required with final month's billing)*
- v) **ESS-C-173** *Team Meeting Report (required with final month's billing)*
- vi) **ESS-C-177** *Placement Report (required with final month's billing if hired by the same employer)*
- vii) **ESS-C-185** *Job Accommodation Form (required with final month's billing, ONLY if updated)*
- viii) **ESS-C-801** *SES Authorization Request & Billing Form (required with final month's billing)*
- ix) **ESS-C-810** *Employee Performance Report (required with final month's billing)*

f. Required Case Documentation for Internship Employer or Job Changes

- i) **ESS-C-161** *Job Analysis (completed prior to the first day of the new internship and required with first month's billing)*
- ii) **ESS-C-181** *Termination/Re-Placement Report, (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)*
- iii) **ESS-C-181** *Termination/Re-Placement Report (prior to or on start date of re-placement, update the above form with new job information; email to DRS Counselor and Cc ESS TA)*
- iv) **ESS-C-197n** *Internship Agreement Documentation*

3. Onsite Supports and Training (SES OST): (PG 1)

Onsite Supports and Training (OST) is intended to meet the provision of at least 24 months of supports as required by WIOA, for individuals receiving Supported Employment services. This service is for individuals with the most significant disabilities/barriers who require additional supports to achieve job stabilization and/or a successful employment outcome. Individuals receiving Supported Employment services who need additional supports can utilize this service in the following situations:

During or at the completion of Stabilization (SE ST milestone);

During or at the completion of Successful Employment (SE EM milestone), prior to DRS case closure.

a. Service Description:

Onsite Supports and Training (OST) can be utilized if the individual faces job instability or insecurity. During the delivery of Supported Employment Services, the team identified the need for additional supports to assist the individual with reestablishing and/or maintaining job stability and security. DRS Counselor will pre-authorize four (4) months of OST when individual moves from Supported Employment to this service. Based on individual's support needs, OST can be authorized and provided four (4) times in four (4) month increments, and a final authorization of up to three (3) months.

The Contractor will provide one (1) or more onsite supports and training each week at a minimum of fifteen (15) minutes per support visit. OST can be billed monthly on the **ESS-C-801 SES Authorization Request and Billing Form**. Contractor will **review and document** any changes made in natural supports on the **ESS-C-229 Natural Supports Plan** and any changes in accommodations including job coaching supports on the **ESS-C-185 Job Accommodation Form**.

A team meeting is required prior to authorizing **any** additional four (4) months of OST. The meeting will be held during the last month of each four-month period, and within the last month of the final three (3) month period of authorized OST. There may be up to five (5) team meetings conducted during this service.

Team meeting(s) are preferred to be in-person but can be conducted using other technology-assisted communication. **(Such as: conference calls, Zoom, Teams, Skype, or other virtual platforms/apps, to allow for real-time participation by all team members.) When using other technology-assisted communication, the individual must be physically present with either the DRS Counselor or Contractor.**

The Contractor will schedule a team meeting with the individual, DRS Counselor, Contractor, and any other relevant team members during this service to review progress toward a successful employment outcome. The Contractor will schedule the Team Meeting in advance to allow adequate time for all members to participate in the meeting.

The Team Meeting discussion includes but is not limited to the following topics:

- i) Individual's progress toward a successful employment outcome;
- ii) Review and discuss **ESS-C-249 Employee Satisfaction Survey**;
- iii) Review and discuss **ESS-C-249 Employee Satisfaction Survey**;
- iv) Review and discuss **ESS-C-810 Employee Performance Report**;
- v) Need for continued Onsite Supports and Training;
- vi) Readiness to transfer back to Supported Employment to complete SE ST or SE EM milestone(s) or for DRS successful case closure (with other extended services in place);
- vii) Review **ESS-C-229 Natural Supports Plan**;
- viii) Review **ESS-C-253 Extended Services Statement** (extended services need to be confirmed or established in the final Team Meeting of SES such as: DDS, natural supports, DRS Extended Services for transition-age youth, or other extended service as identified by the Team);
- ix) Review **ESS-C-185 Job Accommodation Form**;
- x) Transportation, and;
- xi) Other.

The **ESS-C-173 Team Meeting Report** will include: the discussion about the individual's progress, needs identified, steps to be taken, and the team member responsible.

Contractor will review the **ESS-C-253 Extended Services Statement** with the individual to identify and establish the extended services (ex. DDS, Natural Supports, DRS Extended

Services for transition-age youth, other sources identified by Team) prior to the completion of this service.

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 **ESS-C-181 Termination/Re-Placement Report** to the DRS Counselor and ESS TA.

[NOTE: ESS-C-161 *Job Analysis* (complete before first (1st) day of work for re-placement), ESS-C-185 *Job Accommodation Form* (for re-placement), and ESS-C-229 *Natural Supports Plan* (for re-placement) are submitted with next billing.]

If individual has completed at least nine months on the job before termination, see Additional Placement Rates (SES APR) below.

b. Outcome:

Contractor has provided all needed Onsite Supports and Training, and the individual's employment is stable and/or secure. **Before completing the final month of this service, individual must work at least one week without supports.** The individual will transition to Supported Employment to complete the Stabilization and/or Successful Employment milestone(s), or other IPE service(s) prior to DRS case closure.

c. Complete and Submit All Required Case Documentation for Monthly Payment of SES OST Service to the DRS Counselor:

- i) **ESS-C-117 *Travel Log and Invoice* (when travel is authorized. See D. Service Rates)**
- ii) **ESS-C-133 *DRS Counselor Monthly Update Form(s)***
- iii) **ESS-C-173 *Team Meeting Report(s)***
- iv) **ESS-C-185 *Job Accommodation Form* (required when updated)**
- v) **ESS-C-225 *Record of Hours Worked***
- vi) **ESS-C-229 *Natural Supports Plan* (required when updated)**
- vii) **ESS-C-237n *Current Pay Stub/Earnings Statement* (required with final billing)**
- viii) **ESS-C-249 *Employee Satisfaction Survey* (required with every Team Meeting)**
- ix) **ESS-C-253 *Extended Services Statement* (required with final billing)**
- x) **ESS-C-801 *SES Authorization Request & Billing Form***
- xi) **ESS-C-810 *Employee Performance Report* (signed by the employer, and required with every Team Meeting)**

If termination and/or replacement occurs:

- xii) **ESS-C-181 Termination/Re-Placement Report (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
- xiii) **ESS-C-181 Termination/Re-Placement Report (prior to or on start date of re-placement, update the above form with new job information; email to DRS Counselor and Cc ESS TA)**
- xiv) **ESS-C-161 *Job Analysis* (complete before first (1st) day of work for re-placement)**

- xv) **ESS-C-185** *Job Accommodation Form (for re-placement)*
- xvi) **ESS-C-229** *Natural Supports Plan (for re-placement)*
- xvii) **ESS-C-241** *Onsite Supports and Training Report*

4. **Extended Services for Transition (SES EST) (PG 1)**

Extended Services for Transition (EST) is intended to meet the provision of up to forty-eight months of extended services for transition-age youth as needed, or until the youth reaches twenty-five (25) years of age, whichever occurs first as required by WIOA. This service is for youth with the most significant disabilities/barriers who have completed twenty-four (24) months of supported employment services (SE contract – all services, and SES contract – SST service), and still require extended supports to maintain successful employment.

a. **Service Description:**

In the final OST Team Meeting, the Team has discussed and determined the need for extended supports to assist transition-aged youth with job retention. DRS Counselor will pre-authorize six (6) months of EST services when individual moves from OST to EST. Based on individual's support needs, EST can be authorized and provided up to eight (8) times in six (6) month increments for forty-eight (48) months or until the individual turns twenty-five (25) years old, whichever occurs first.

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-801** *SES Authorization Request and Billing Form*, **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. Contractor will **review and document** any changes made in natural supports on the **ESS-C-229** *Natural Supports Plan* and any changes in accommodations including job coaching supports on the **ESS-C-185** *Job Accommodation Form*.

A team meeting is required prior to authorizing **any** additional six (6) months of EST. The meeting will be held during the last month of each six-month period of EST. There may be up to nine (9) team meetings conducted throughout the duration of this service. In the final month of this service, a team meeting will be conducted to discuss and determine the individual's next steps.

Team meeting(s) are 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 will schedule team meeting(s) with the individual, DRS Counselor, Contractor, and any other relevant team members during this service to review progress toward a successful employment outcome. The Contractor will schedule the team meeting(s) in advance to allow adequate time for all members to participate in the meeting.

The Team Meeting discussion includes but is not limited to the following topics:

- i) Individual's progress toward a successful employment outcome;
- ii) Review and discuss **ESS-C-249** *Employee Satisfaction Survey*;

- iii) Review and discuss **ESS-C-810 Employee Performance Report**;
- iv) Need for continued Extended Services for Transition;
- v) Readiness for DRS successful case closure (with other extended services in place);
- vi) Review **ESS-C-229 Natural Supports Plan**;
- vii) Review **ESS-C-253 Extended Services Statement** (extended services need to be identified and established in the final Team Meeting of EST such as: DDS, natural supports, or other extended services as identified by the Team);
- viii) Review **ESS-C-185 Job Accommodation Form**;
- ix) Transportation, and;
- x) Other.

The **ESS-C-173 Team Meeting Report** will include: the discussion about the individual's progress, needs identified, steps to be taken, and the team member responsible.

Prior to the completion of this service, Contractor will review the **ESS-C-253 Extended Services Statement** with the individual to identify and establish the extended services (ex. DDS, Natural Supports, or other sources identified by Team).

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 ESS-C-181 Termination/Re-Placement Report to the DRS Counselor and ESS TA. [NOTE: ESS-C-161 Job Analysis (complete before first (1st) day of work for re-placement), ESS-C-185 Job Accommodation Form (for re-placement), and ESS-C-229 Natural Supports Plan (for re-placement) are submitted with next billing.]

If individual has completed at least nine months on the job before termination, see SES Additional Placement Rates (SES APR) section below.

b. Outcome:

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

c. Complete and Submit All Required Case Documentation for Monthly Payment of SES EST Service to the DRS Counselor:

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Service Rates)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s) (not required for months when team meetings are held)**
- iii) **ESS-C-173 Team Meeting Report(s) (when team meetings are held)**
- iv) **ESS-C-185 Job Accommodation Form (required when updated)**
- v) **ESS-C-225 Record of Hours Worked**
- vi) **ESS-C-229 Natural Supports Plan (required when updated)**

- vii) **ESS-C-237n** Current Pay Stub/Earnings Statement (**required with final billing**)
- viii) **ESS-C-249** *Employee Satisfaction Survey* (**required at every team meeting**)
- ix) **ESS-C-801** *SES Authorization Request & Billing Form*
- x) **ESS-C-810** *Employee Performance Report* (**signed by the employer, and required at every team meeting**)

If termination and/or replacement occurs:

- xi) **ESS-C-181** *Termination/Re-Placement Report* (**upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA**)
- xii) **ESS-C-181** *Termination/Re-Placement Report* (**prior to or on start date of re-placement, update the above form with new job information; email to DRS Counselor and Cc ESS TA**)
- xiii) **ESS-C-161** *Job Analysis* (**complete before first (1st) day of work for re-placement**)
- xiv) **ESS-C-229** *Natural Supports Plan* (**for re-placement**)

5. Additional Placement Rates (SES APR) (PG 1)

a. Service Description:

In the event an individual loses their job after the completion of at least nine (9) months of employment during the OST or EST services, the Contractor can replace the individual in another job and be reimbursed for up to three (3) re-placements. (**See section D. Service Rates for amounts**) When the individual is replaced, **prior to or on** the re-placement start date, the Contractor will update and submit **ESS-C-181** *Termination/Re-Placement Report* to the DRS Counselor and ESS TA. [**NOTE: ESS-C-161** *Job Analysis* (**completed before first (1st) day of work**) (**for re-placement**), **ESS-C-185** *Job Accommodation Form* (**for re-placement**), and **ESS-C-229** *Natural Supports Plan* **are submitted with billing.**]

If the individual loses their job prior to the completion of five (5) days on the **new job, upon notification of termination**, the Contractor will submit a new **ESS-C-181** *Termination/Re-Placement Report*. **Prior to or on** 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.

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, 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 emailed to the DRS Counselor and ESS TA along with the updated **ESS-C-181 Termination/Re-Placement Report** (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-181 Termination/Re-Placement Report**).

b. Outcome:

Individual has been employed in a **new** job of his/her choice in competitive integrated setting, 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.

c. Complete and Submit All Required Case Documentation for Payment of the SES APR Service to the DRS Counselor:

- i) **ESS-C-117 Travel Log and Invoice (when travel is authorized. See D. Service Rates)**
- ii) **ESS-C-133 DRS Counselor Monthly Update Form(s)**
- iii) **ESS-C-181 Termination/Re-Placement Report (required for each re-placement)**
- iv) **ESS-C-185 Job Accommodation Form (required for each re-placement)**
- v) **ESS-C-229 Natural Supports Plan (required for each re-placement)**
- vi) **ESS-C-801 SES Authorization Request & Billing Form**

If termination and/or replacement occurs prior to completion of five (5) days on a new job:

- vii) **ESS-C-181 Termination/Re-Placement Report (upon Contractor notice of termination, email to DRS Counselor and Cc ESS TA)**
- viii) **ESS-C-181 Termination/Re-Placement Report (prior to or on start date of re-placement, update the above form with new job information; email to DRS Counselor and Cc ESS TA)**
- ix) **ESS-C-161 Job Analysis (complete before first (1st) day of work for re-placement)**
- x) **ESS-C-185 Job Accommodation Form (for re-placement)**
- xi) **ESS-C-229 Natural Supports Plan (for re-placement)**

F. Payment Guidelines for Temp-to-Hire Positions:

See Supported Employment Contract, subsection H., Payment Guidelines for Temp-to-Hire Positions.

G. Minimum Contract Standards for Onsite Employment Services

See Supported Employment Contract, subsection I. related to OST, EST and APR services.

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.crc certification.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 Contractor Reporting**

1. **General Reporting:** Contractors should 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, the name of the Contractor's company is not included on the list of available Contractors in their area, or other technical assistance needs.
2. **Monthly update to DRS Counselors:** Monthly updates are required beginning one month from the initial date of referral. When any service extends beyond one month, the EC will be required to complete and email the **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. This is submitted separately from the other required service documentation for payment.
The individual service reports will be considered the final monthly update for each service.
3. **Mid-Year Reporting:** The Contractor is required to report their mid-year statistics related to the minimum contract standards for SES 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 their annual statistics related to the minimum contract standards for SES on the Annual **ESS-A-010 Contract Evaluation** by July 31st.
5. **Staff Reporting:** When any staff changes occur, Contractors must provide timely notification to 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.

- 6. 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.
- 7. Monthly Contractor Production Report:** The Contractor is required to complete and submit the **ESS-A-080 *Monthly Contractor Production Report*** to ESS TA.
- 8. Occasional Reporting:** The Contractor is required to provide additional information as needed and requested by the ESS Unit.

SAMPLE

J. Contractor Qualifications

1) All Contractors:

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 the SES 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 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 the Trainer training offered by The University of Oklahoma (OU) National Center for Disability Education and Training (NCDET) prior to delivering Job Club sessions.

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 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.

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 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
 - 1) At least fifty thousand dollars (\$50,000) serving Metro Areas, or;
 - 2) 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 31st to initiate a contract and provide services during the current fiscal year.

K. Staff Qualifications

1. **Supplemental Employment Services 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.**
3. 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:
 - a. Social Security Work Incentives
 - b. Job Development/Marketing
 - c. Job Club Train the Trainer Training (**required if EC is conducting Job Clubs**)
 - d. Introduction to Positive Behavior Supports in the Workplace (**online training - prerequisite for Positive Behavior Supports in the Workplace**)
 - e. Positive Behavior Supports in the Workplace
 - f. Instructional Supports
 - g. **Blind Culture and Job Placement for Individuals with Vision Loss (required by DRS Services to the Blind and Visually Impaired (SBVI))**

To access required online training click on the following link:

<http://ncdetcourses.com>

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

4. **In addition to the required training listed above, all Project Directors and EC's are required to complete six (6) clock hours of new continuing education each year.**

Related areas for continuing education credit include, **but are not limited to:**

- a. Employment services,
- b. Management/leadership,
- c. Behavior management,
- d. Time management,
- e. Conflict resolution,
- f. Specific disabilities,
- g. Effective Teaching and Learning (ETL),
- h. Assistive technology, or
- i. Other as approved by ESS TA

SAMPLE

Continuing education hours can be obtained through a variety of sources including, **but not limited to**:

- a. University of Arkansas Center for the Utilization of Rehabilitation Resources for Education Networking Training & Service (UA CURRENTS),
- b. On-line training provided by Virginia Commonwealth University Rehabilitation Research & Training Center (VCU RRTC),
- c. Workforce Innovation Technical Assistance Center (WINTAC),
- d. Vocational Rehabilitation Youth Technical Assistance Center (Y-TAC),
- e. Other DRS recognized sources, webinars, computer based training or in-service training approved by the ESS TA, or
- f. **ESS staff may periodically email other pre-approved training opportunities.**

Note: CEU's obtained as part of job requirement related to employment services field may be approved by ESS TA.

L. 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. Pre-Placement Reports
 - j. 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.

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

See Supported Employment Contract subsection P, Incentive Payment

III. 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.

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/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.

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

Kathy Lowry, CPPB, CPO
Print Name

Manager Contracts & Purchasing
Title

Signature Date

Print Name

Title

Contact Person Telephone

Contractor's Email Address

